



REQUEST FOR PROPOSALS

Construction Management At-Risk (CMAR) Services MBR/UV UPGRADE PROJECT

Issued March 13, 2023

Project 96972

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Section 1

BACKGROUND

1.1 Introduction

This Request for Proposals (RFP) for the Ventura Water Reclamation Facility Membrane Bioreactor and Ultraviolet Disinfection Project (Project) invites Proposals for Construction Management at Risk (CMAR) services. Proposals shall follow the requirements set forth herein, including the format and content guidelines described in Section 5. The Proposals will be reviewed and evaluated using the selection process described in Section 6. At the completion of the evaluation process, the City of San Buenaventura (City) will select a Proposer for award or to enter into negotiations for award of the Construction Management at Risk (CMAR) Agreement.

In this RFP, unless the context requires otherwise, capitalized terms have the meanings as first used in the text of this RFP and/or as defined in Attachment A (Definition of Terms). Capitalized terms and acronyms which are used in this RFP but not defined in Attachment A have the meanings given in Section 1.1 of the CMAR Agreement.

Using the CMAR project delivery method, the CMAR Firm will support the design process and construct the Project in two phases.

1. **Preconstruction Phase:** The City will issue a contract with the CMAR Firm to provide Preconstruction Phase Services (as generally described in Attachment B, Scope of CMAR Services) to support the City's Design Engineer in developing the design for the Project. During this phase, the Design Engineer will advance the design to the level of completion necessary to define the Project and will provide construction-ready documents prior to the initiation of the Construction Phase Services. When the Design Engineer's design reaches approximately 60 percent completion, the CMAR Firm will present a construction schedule and an open book Guaranteed Maximum Price (GMP) to the City in accordance with the CMAR Agreement. The GMP will include the cost of the Construction Phase Work through commissioning and start-up, general conditions pricing, overhead, and profit as a percentage of the cost of the Construction Phase Work.
2. **Construction Phase:** Should the City and CMAR Firm agree on the GMP, the Construction Phase Services will be authorized and initiated following City Council approval of an amendment to the CMAR Agreement. The CMAR Firm will procure all subcontractors and vendors, and will be responsible for the Project's construction, startup, commissioning, operator training, performance testing, and warranty services as described in the CMAR Agreement. Should the City and the CMAR Firm be unable to agree on a price for the Construction Phase Services, the City reserves the right to terminate the existing CMAR Agreement and begin negotiations with another CMAR Firm or direct the Design Engineer to complete the design and prepare construction documents for public bidding of the Project.

This RFP is subject to revision after the date of issuance via written addenda. Any such addenda will be transmitted to potential Proposers that have provided notice to City under Section 4.1. **It is each Proposer's responsibility to obtain all RFP addenda prior to submitting its proposal.**

In no event will the City be liable for any costs incurred by any Proposer or any other party in developing or submitting a Proposal.

1.2 RFP Organization

This RFP consists of seven sections and six Attachments:

- Section 1: Background.
- Section 2: Project Overview.
- Section 3: CMAR Services.
- Section 4: Procurement Process.
- Section 5: Proposal Submittal Requirements.
- Section 6: Proposal Evaluation and Selection.
- Section 7: Conditions for Proposers.
- Attachment A: Definitions of Terms.
- Attachment B: Draft Scope of CMAR Services.
- Attachment C: CMAR Agreement and CMAR Agreement Exhibits.
- Attachment D: MBR/UV Scope, Design Standards and Performance Requirements.
- Attachment E: Administrative and Technical Proposal Forms.
- Attachment F: Fee Proposal Form.
- Attachment G: Conflict of Interest Policy.

The contents of the RFP Attachments take priority over any conflicting statements in the RFP Sections.

1.3 Document Library

Documents relevant to the Project will be available to provide further information for preparation of Proposals. Recipients of this RFP can access the Document Library via the link below.

 [CMAR RFP Document Library](#)

If additional documents are added, potential Proposers that have provided notice to City under Section 4.1 will be notified. The City has attempted to provide the most relevant and accurate information, however there may be additional information not provided. If a potential Proposer submits a request for additional relevant information that is readily available to the City, City will obtain such information and post it in the Document Library and will notify the Proposers of its availability.

The City is providing the documents within the Document Library solely for the purpose of obtaining Proposals for the Project and does not confer a license or grant for any other use. The extent to which the CMAR Firm may rely on such background documents is set forth in Attachment C (CMAR Agreement).

1.4 Project Goals

The City has selected the CMAR project delivery approach due to the model's ability to address the following Project Goals:

- **Early Contractor Involvement:** Harness construction knowledge early in the Project to inform key decisions regarding design, existing condition mitigation, construction approach, sequencing, Early Work packages, etc.

- **O&M Coordination:** Efficiently and safely construct the Project improvements while maintaining continuous, compliant operation of the Ventura Water Reclamation Facility.
- **Collaboration:** Establish and maintain a collaborative environment among the City, Design Engineer, and CMAR Firm as the Project is designed and constructed.
- **Constructability / Value Engineering Input:** Incorporate integrated constructability and value engineering input provided by CMAR Firm and Design Engineer.
- **Quality:** Deliver the Project in a manner consistent with the Project design and specifications.
- **Cost:** Minimize initial capital and life-cycle costs.
- **Schedule:** Achieve substantial completion of the Project by December of 2026.
- Achieve final completion, including commissioning, start-up, and performance testing by February of 2027.
- **Risk:** Achieve an optimal balance of risk allocation between the City and the CMAR Firm.
- **Safety:** Implement a comprehensive safety program that incorporates industry's best practices.

Section 2

PROJECT OVERVIEW

2.1 General Background Information

Ventura Water manages the operations of the Ventura Water Reclamation Facility (VWRF) which provides wastewater services to approximately 109,000 residents and businesses within the City limits and wastewater service to limited areas within unincorporated Ventura County and discharges tertiary treated effluent to the Santa Clara River Estuary (SCRE) permitted under the National Pollutant Discharge Elimination System (NPDES) – Order R4-2020-0024; NPDES NO. CA0053651. The VWRF current average annual influent flow is approximately 7.5 MGD. The City utilizes a small portion (annual average of 0.5 MGD) of recycled water from the VWRF to provide irrigation to adjacent parks, medians, businesses, and golf courses.

As part of an ongoing master plan for the wastewater facilities, the City performed a condition assessment of the VWRF and found that the existing secondary and tertiary facilities had developed structural deficiencies and were nearing the end of their useful life. In particular:

- The aeration basins and secondary clarifiers, originally constructed in 1971, now show signs of settlement with joint separation and concrete cracking.
- The existing Title 22 pressure filters were already planned for replacement as they have had repeated failures requiring expensive emergency repairs.
- The City had previously identified a project to replace the use of chlorine gas for disinfection for safety reasons.

In light of the findings of the condition assessment, the City conducted additional structural investigations of the aeration basins and secondary clarifiers by draining the tanks in order to perform a more detailed assessment and evaluate corrective alternatives. This more detailed assessment concluded that the liners have failed, the concrete is soft, there is significant cracking, and there is spalled concrete and exposed aggregate in certain locations. Exterior wall cracking was noted and liquid seepage through the failed liner indicates the potential of wall cracking on interior walls. A technical and cost evaluation comparing the repair of the existing facilities to the construction of a new membrane bioreactor (MBR) and an ultraviolet (UV) disinfection system determined the two options were comparable, and that the latter was less expensive once life-cycle costs were considered.

The City was also interested in implementing MBR treatment to improve nutrient removal in its wastewater treatment process, thereby reducing nutrient concentrations in its treated effluent discharge.

In addition, the City is interested in implementing MBR treatment as a part of the overall VWP Program process train. MBR is a proven technology that provides: (a) robust biological treatment and nutrient removal, (b) robust pathogen removal, and (c) effective pretreatment ahead of reverse osmosis (RO) membranes. An anticipated downstream potable reuse facility, known as the Advanced Water Purification Facility (AWPF), would include RO and an UV advanced oxidation process (UV AOP) to meet requirements for groundwater injection of purified recycled water.

As a result of the need for the VWRF improvements and the ability to improve nutrient removal and to fit the processes into a potable reuse treatment train, the City has decided to move forward with the design and construction of an MBR/UV system to replace its secondary, tertiary and disinfection processes.

2.2 MBR/UV Scope, Design Standards and Performance Requirements

The Project scope, design standards and performance requirements are generally described in Attachment D (MBR/UV Scope, Design Standards and Performance Requirements).

2.3 Project Budget and Funding

The City anticipates wholly or partially funding the Project using a variety of funding sources including EPA WIFIA, CA Clean Water and/or Drinking Water SRF Program, and the U.S. Bureau of Reclamation. Each Proposer is responsible for familiarizing themselves with the requirements of the various funding programs, and for understanding and complying with all applicable state and federal requirements.

The total cost for Preconstruction Phase and Construction Phase Services is currently budgeted at \$115 million. This figure does not include City's other Project costs, such as design services, professional advisory services, property or access rights, site investigations, environmental studies, governmental approvals, taxes, etc.

The RFP and CMAR Agreement are drafted based on the assumption that the Project and its plan of finance will remain eligible for aid in the form of federal and state funds. Accordingly, the procurement documents and CMAR Agreement conform to requirements of applicable federal and state law, including Title 40 CFR Part 33 regarding Disadvantaged Business Enterprises (DBEs), as well as other applicable federal and state requirements. Refer to Exhibit 10 of the CMAR Agreement for specific federal and state requirements applicable to the CMAR Agreement.

2.4 DBE Requirements

To preserve the Project's eligibility for federal funds, this solicitation is subject to Title 40 CFR Part 33, regarding DBEs. Proposers must take appropriate steps to inform themselves regarding these regulations and must use good faith efforts to ensure that DBEs have the opportunity to compete for subcontracting opportunities relating to this procurement. Following selection, the CMAR Firm will be subject to further good faith efforts requirements as specified in the CMAR Agreement.

Note: *These provisions are based on current terms that apply with respect to WIFIA funded projects and may require amendment to be consistent with the terms of the final WIFIA funding agreement for the Project and remain subject to further review.*

Pursuant to 40 CFR 33.301, a recipient of WIFIA funds is required to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement. Good faith efforts are required to ensure that all DBEs have the opportunity to compete for procurements funded by EPA financial assistance. These include:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that

encourages and facilitates participation by DBEs in the competitive process. This includes posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local Government recipients, this will include dividing the total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

Section 3

CMAR SERVICES

As noted in Section 1 and more fully described in Attachment B (Scope of CMAR Services), the CMAR Firm will provide services in two distinct phases.

3.1 Preconstruction Phase Services

- Coordinate with the Design Engineer in implementing Preconstruction Phase.
- Participate in regular and topic-specific meetings and workshops.
- Provide support to the Design Engineer in the development of the Project design.
- Conduct ongoing constructability reviews and provide recommendations.
- Provide support to Design Engineer for value engineering concepts.
- Provide input to Design Engineer and City regarding operations and maintenance of the Project.
- Prepare and maintain Preconstruction Phase and Construction Phase schedules.
- Develop a comprehensive construction management plan for the Construction Phase Services.
- Support the City and Design Engineer in the development of the Project Commissioning Plan
- Provide recommendations as to division of Construction Phase Work and self-perform vs. subcontracting approaches.
- Develop a Subcontractor Procurement Plan for the Construction Phase Services, including details regarding the Proposer's plan to comply with DBE good faith efforts requirements.
- Identify strategies for long-lead equipment procurement.
- Prepare and maintain a Project GMP cost model and submit detailed, open-book cost estimates as the design is advanced.
- Implement the Subcontractor Procurement Plan to obtain bids as required to identify all Subcontractors that will perform construction work (including special fabrication and installation work) in excess of 1/2 of 1% of the proposed GMP.
- Work with the City to finalize terms and conditions for the Construction Phase Amendment.

3.2 Construction Phase Services

- Participate in regular and topic-specific meetings and workshops.
- Procure equipment and Subcontractors not required to be listed in the GMP Proposal and manage Work by Subcontractors.
- Self-perform elements of the Project scope as approved by the City and allowed by law.
- Secure necessary construction permits.
- Maintain site safety and security.
- Prepare and conform to quality management plan.
- Construct the Project.
- Mitigate Project risks.
- Conduct startup, commissioning, and performance testing.
- Provide operator training.
- Provide warranty coverage for Construction Phase Work.

Section 4

PROCUREMENT PROCESS

4.1 Acknowledgement of RFP and Proposer Representative

Each potential Proposer should provide the City, within five (5) days of receipt of this RFP, an acknowledgement that it has received the RFP and is a potential Proposer. Such acknowledgement shall identify and provide full contact information for the Proposer Representative, who shall be the Proposer's single point of contact for the receipt of any future documents, notices and addenda associated with this RFP. Such acknowledgement must be transmitted by email to the City Contact.

4.2 Questions and Responses Regarding the RFP

Proposers shall review the RFP and any addenda issued by the City and request written clarification or interpretation of any perceived error, or of any provision that the Proposer fails to understand. Failure of the Proposer to request such clarification(s) or interpretation(s), and to so examine and inform itself shall be at its sole risk, and no relief for any such error will be provided by the City.

Potential Proposers may submit questions regarding the RFP to the City Contact on or before each deadline to submit questions listed in Section 4.5 below, or such later date(s) as may be specified in an addendum. The City will only consider comments and questions regarding the RFP, including requests for clarification and requests to correct errors, if submitted by a potential Proposer to the City Contact by electronic transmission in the prescribed format.

The City may elect not to respond to any such clarification requests received after the relevant deadline. The City will publish questions and responses regarding this RFP without attribution to the requestor as part of periodic addenda to this RFP. To the extent responses are provided, they will not be considered part of the CMAR Agreement, nor will they be relevant in interpreting the CMAR Agreement, except as expressly set forth in the CMAR Agreement.

Questions and comments shall: (a) be submitted to the City Contact (Section 4.4) electronically in writing in a format compatible and readable in Microsoft Word using Form 14 (Proposer Comments/Questions Form) in Attachment E (Administrative and Technical Proposal Forms); (b) be sequentially numbered; (c) identify the document (e.g., the RFP, specific RFP Attachment such as the CMAR Agreement, etc.); (d) identify the relevant section number and page number (e.g., Draft Scope of CMAR Services, Section 13.2, page 3-9) or, if it is a general question, so indicate; (e) not identify the potential Proposer's identity in the body of the question or contain proprietary or confidential information; and (f) indicate whether the question is a Category 1, 2, 3 or 4 question. The "Categories" are defined as follows:

- "Category 1" means a potential "go/no-go" issue that, if not resolved in a fashion acceptable to potential Proposer, may preclude it from submitting a Proposal.
- "Category 2" means a major issue that, if not resolved in a fashion acceptable to the potential Proposer, will significantly affect value for money or taken together with the entirety of other issues, may preclude it from submitting a Proposal.
- "Category 3" means an issue that may affect value for money, or another material issue, but is not at the level of a Category 1 and Category 2 issue.

- “Category 4” means an issue that is minor in nature, a clarification, or a comment concerning a conflict between documents or within a document, etc.

Questions may be submitted only by the Proposer Representative (Section 4.1), and in accordance with the deadlines identified in Section 4.5. Submittals must include the requestor’s name, address, telephone numbers, and the Proposer they represent. The City will only provide responses to the Proposer Representative.

The questions and the City’s responses will be in writing and will be delivered to all identified Proposer Representatives. The City may rephrase questions as it deems appropriate and may consolidate similar questions. The City may also create and answer questions independent of the potential Proposers’ questions. The City may issue multiple sets of responses at different times during the procurement process however intends to issue a batch of responses after each question submittal deadline. Except for responses to questions relating to the issuance of addenda to the RFP, the last set of responses will be issued no later than ten days before the Proposal Submittal Deadline.

Potential Proposers may submit revised drafts, in redline, of the RFP and CMAR Agreement, or any portion thereof, in connection with the submission of their comments/questions per RFP version issued. Subject to the Public Records Act, the City will not circulate such revised drafts submitted or make such revised drafts public. The City will not respond to any such revised drafts, and the City is not obligated to review any such revised drafts. However, the City may consider the proposed revisions as it considers and prepares any addenda.

4.3 Form of Agreement and Addenda

Neither this RFP nor the Proposal shall constitute a contract with the City. No contract is binding or official until Proposals are reviewed and accepted through appropriate levels of City authority, an official CMAR Agreement is duly awarded by the City to the selected Proposer, and the CMAR Agreement is executed by the City and the selected Proposer.

A draft CMAR Agreement is included in Attachment C for review and comment by potential Proposers. Each potential Proposer shall review the draft CMAR Agreement and may provide the City with questions, comments, and proposed edits as provided in Section 4.2. The City will review all questions, comments, and edits timely received, and, in its sole discretion, may choose to modify the CMAR Agreement through an addendum providing a revised form of CMAR Agreement.

Proposers should anticipate that the City and the selected Proposer will contract for Preconstruction Phase services under the terms in the CMAR Agreement in the RFP, including all addenda. Proposals shall be submitted without reservations, qualifications, conditions or assumptions other than the scope and pricing assumptions provided with the Detailed Scope of Services submitted with the Proposal and expressly called for and allowed under this RFP. Any Proposal that assumes or would require material changes to the CMAR Agreement not contemplated by the CMAR Agreement, as determined by the City, in its sole discretion, may result in the City’s rejection of the Proposal as nonresponsive.

The City does not anticipate issuing any addenda later than ten days before the Proposal Submittal Deadline. However, if the need arises, the City reserves the right to issue addenda after such date. If the City finds it necessary to issue an addendum after such date, then any relevant processes or response times necessitated by the addendum will be set forth in a cover letter to that specific addendum.

4.4 Communications with City Contact

Matthew Cerutti will act as the City Contact and shall administer the RFP process. All communications shall be submitted by email and shall specifically reference this RFP. All communications should be directed to the City Contact as follows:

Matthew Cerutti
Associate Engineer - VenturaWaterPure
City of Ventura
mcerutti@cityofventura.ca.gov
(805) 654-7863

Proposers may not rely on any communications from the City Contact or any other individual unless it is provided in writing in the form of an addendum to this RFP. No contact with City staff or any public official concerning the Project during the procurement process outside of any pre-proposal meeting is allowed. City may in, its sole discretion, disqualify from this procurement any Proposer that violates these rules of contact.

4.5 Procurement Schedule

The tentative procurement schedule is as follows:

Issue RFP	3/13/23
Pre-Proposal Meeting & Site Visit	3/23/23 (2:00 p.m. PDT)
Round 1 Deadline to Submit Questions	3/24/23 (3:00 p.m. PDT)
Last Date to Submit Questions	4/14/23 (3:00 p.m. PDT)
Proposal Submittal Deadline	5/2/23 (3:00 p.m. PDT)
Proposer Ranking and Short-List	5/25/23
Short-List Interviews	6/5/23 – 6/6/23
Selection Announcement	6/29/23
Contract Award / NTP 1	7/10/23

4.6 Pre-Proposal Meeting and Site Tour

City will conduct a pre-proposal meeting for those interested in responding to the RFP. **Attendance at this meeting is mandatory.** The meeting will be held on **March 23, 2023, at 2:00 p.m.** at the VWRF located at 1400 Spinnaker Drive in Ventura. At this meeting, the City will offer information about the Project and the procurement process. Those who attend the pre-proposal meeting will have the opportunity to tour the Project site following the meeting to familiarize themselves with site conditions and constraints. Due to space constraints, each potential Proposer is limited to three (3) attendees at the meeting and site tour.

4.7 Guarantors

A guaranty of CMAR Firm's obligations under the CMAR Agreement shall be required where:

- CMAR Firm's organization is a newly formed corporation or a limited liability entity;
- Proposer (or an Equity Member, if Proposer is a partnership, joint venture or limited liability company) is not the ultimate parent entity in its organizational/corporate structure;
- the form of the Proposer's organization changes after submittal of its Proposal and the City determines, in its sole discretion, to require a Guarantor as a condition to approving such change;

- d) after submittal of its Proposal, Proposer's financial capability adversely changes, as determined by the City, in its sole discretion;
- e) following review of the financial information provided in Appendix B to the Proposal, the City determines, in its sole discretion, that a Guarantor is needed; or
- f) the Proposal includes financial information for a parent company, affiliate or other entity to demonstrate financial capability of Proposer or an Equity Member.

In the event a guaranty is required, it must come from the ultimate parent or another entity acceptable to the City, in its sole discretion.

Section 5

PROPOSAL SUBMITTAL REQUIREMENTS

5.1 Submittal Place and Deadline

Proposals must be submitted electronically and received by the City of Ventura SharePoint portal no later than **3:00 p.m. PDT on Tuesday, May 2, 2023**, the Proposal Submittal Deadline.

Potential Proposers that acknowledge their intent to submit a Proposal per Section 4.1 of this RFP will be provided electronic submittal instructions via an addendum to this RFP.

The City will not accept any late Proposals. Each Proposer assumes full responsibility for timely delivery of its Proposal to the VenturaWaterPure portal.

5.2 Submittal Format

Parts 1 through 5 of the Proposal (see Section 5.3 below) must not exceed a combined total of **75 8½ × 11-** inch pages. Top, bottom, and side page margins must be 1-inch or greater. This page limit excludes the transmittal letter, Part 6 of the Proposal, any index or table of contents, front and back covers, title pages/separation tabs, and required appendices. A maximum of **5** of the total pages may be 11 x 17-inch tri-fold format. Eleven-point font or larger must be used in Proposal Parts 1-7.

5.3 Submittal Content

The content requirements set forth in this RFP represent minimum requirements for the Proposal. It is the Proposer's responsibility to include information in its Proposal to present all relevant qualifications and other materials. ***The Proposal, however, should not contain standard marketing or other general materials.*** It is the CMAR Firm's responsibility to modify any such materials that it wishes to provide so that only directly relevant information is included in the Proposal.

The Proposal must include the following information in the order listed below:

- Transmittal Letter.
- Part 1 – Executive Summary.
- Part 2 – CMAR Firm Profile.
- Part 3 – Project Team.
- Part 4 – Project Experience.
- Part 5 – Project Approach.
- Part 6 - Preconstruction Phase Services Detailed Scope of Services.
- Appendix A – Administrative and Technical Proposal Forms.
- Appendix B – Financial Information.
- Appendix C – Fee Proposal.
- Appendix D – Resumes.
- Appendix E – Bonding and Insurance Letters.
- Appendix F – Required Supporting Documentation.

5.3.1 Transmittal Letter

Proposers must submit a transmittal letter in substantially the form included in Attachment E (Form 1) on the Proposer's letterhead and signed by a representative of the Proposer who is authorized to sign such material and to commit the Proposer to the obligations contained in the Proposal. The transmittal letter may include information deemed relevant by the Proposer in addition to the provisions included in the form. If Proposer is a joint venture, the letter shall be accompanied by a joint and several liability statement signed by an authorized representative for each member of the joint venture.

5.3.2 Part 1 – Executive Summary

The executive summary (maximum 5 pages) must include a concise overview of the key elements of the Proposal and must summarize and refer to information in the Proposal concerning satisfaction of the Minimum Qualifications Requirements. The executive summary shall not be used to convey additional information not found elsewhere in the Proposal.

5.3.3 Part 2 – CMAR Firm Profile

A detailed and complete description of the CMAR Firm must be provided in Part 2 of the Proposal. (The term "CMAR Firm" can refer to either a single entity or a joint venture.) *Information concerning Key Personnel and other firms that may be included on the Project Team, such as subconsultants and subcontractors, should be provided in Part 3 of the Proposal.* The CMAR Firm Profile must include the following information:

- **General.** Provide general information about the CMAR Firm, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), and years in business.
- **Legal structure.** Identify whether the CMAR Firm is organized as a corporation, limited-liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity.
- **Project office location.** Identify where the CMAR Firm intends to maintain its project office(s) and the location where the construction management work will be performed.
- **Safety.** Provide for the current and past five years the Experience Modification Rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau.

Part 2 of the Proposal must also include the following additional information pertaining to factors or events that have the potential to adversely impact the CMAR Firm's ability to perform its contractual commitments.

Material adverse changes in financial position. Describe any material historical, existing, or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business.

- **Legal proceedings and judgments:** List and briefly describe any pending or past (within the past five years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to City. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the CMAR Firm's general counsel.
- **Completion of contracts:** Describe the circumstances under which the CMAR Firm failed to complete any contract within the past 5 years.
- **Violation of laws:** Describe the circumstances under which the CMAR Firm has been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning employment discrimination or prevailing wages within the past 10 years and

confirm that the CMAR Firm has not been convicted of violating a state or federal law respecting the employment of undocumented immigrants within the past 5 years.

Part 2 shall include summary level information regarding the foregoing. In addition, the Proposer must: (1) describe in detail the unfavorable factor or event and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Proposer's ability to perform its contractual commitments. Include the detailed responses in Appendix F (Required Supporting Documentation) of the Proposal.

Part 2 shall also include the following:

- **Conflicts of Interest.** Provide the information required by Section 7.3.1 and the City's Conflict of Interest Policy (the "COI Policy"). If no actual, apparent, direct or indirect, or potential conflict of interest exists that requires disclosure under the COI Policy, include a statement to that effect.
- **Political Contribution Disclosure.** Provide information regarding campaign contributions made during the past 12 months as required by Section 7.3.2, including the dates and recipients of such contributions and the amounts of such contributions. If no contributions have been made, include a statement to that effect.

The Proposer must notify the City of any changes subsequent to submission of the Proposal and before the selection process is completed (and, in the case of the selected Proposer, before executing the CMAR Agreement).

5.3.4 Part 3 – Project Team

Describe the composition, organization, and management of the Project Team in two separate subsections.

CMAR Firm/other firms:

- Identify any other firms (such as subcontractors and subconsultants) included on the Project Team and describe the scope of the CMAR Firm's and each such firm's services and responsibilities during the Preconstruction Phase and, if those firms have been identified, the Construction Phase. Include each firm's name, location of business, California contractor license number, and public works contractor registration number, as applicable.
- If applicable, identify the Project Guarantor and describe its relationship to the CMAR Firm and its Project responsibilities.
- Provide Preconstruction and Construction Phase organizational charts showing the reporting relationships and responsibilities of the CMAR Firm and any other firms and describe the CMAR Firm's approach to the management of such firms.

Key Personnel:

- Identify all Key Personnel (as defined in Attachment A (Definition of Terms) and their firm affiliations on the Project Team and describe their specific responsibilities during the Preconstruction and Construction Phases of the Project.
- Provide Preconstruction and Construction Phase organizational charts showing the reporting relationships and responsibilities of all Key Personnel (along with their firm affiliations).
- Indicate the commitment of all Key Personnel in terms of an estimated percentage of time during each phase of the Project.
- Provide the following information for up to three current or completed projects for each of the Key Personnel:

- Project name, location, and brief description of project including its size, scope and complexity.
- Description of the individual's position and responsibilities on the projects.
- Relevance of the project experience to the work required for this project including project delivery methods, such as CMAR or similar collaborative contracting methods (e.g., progressive design-build).
- Contact information for each project including owner and firm employing the individual.

Any change in the firms or Key Personnel included in the Proposal prior to the execution of the CMAR Agreement will require City approval.

5.3.5 Part 4 – Project Experience

The Proposal must describe the performance history and experience of the Project Team on projects of similar scope and complexity. The City is particularly interested in the Project Team's experience in successfully delivering projects possessing the following characteristics in the following order of importance:

- Wastewater treatment plant improvement projects (greenfield or upgrade) involving **both** membrane bioreactor (MBR) treatment **and** ultraviolet (UV) disinfection.
- Wastewater or drinking water treatment plant upgrade improvement projects involving construction while treatment facilities remain operational.
- Wastewater or drinking water treatment plant projects possessing limited space for new facilities or other site constraints.
- Wastewater treatment plant improvement projects (greenfield or upgrade) involving **either** MBR treatment **or** ultraviolet UV disinfection.
- Wastewater or drinking water treatment plant improvement projects delivered under CMAR or similar collaborative contracting methods (e.g., progressive design-build.)

Relevant project experience shall be demonstrated by the Proposer providing descriptions for up to 10 reference projects each which contain at least the following information:

- Name of project owner.
- Project owner reference and contact information.
- Role of Proposer.
- Contract value.
- Year started and year completed.
- Description of the project showing relevance to this Project.
- Project successes and/or lessons learned.
- Names of firms and Key Personnel that participated in project and are included in this Proposal, along with a clear description of the roles and responsibilities of each.

In addition, Proposers shall provide a one-page summary table to cross-reference the Project Team (firms and Key Personnel) with participation in the reference projects provided.

5.3.6 Part 5 – Project Approach

Provide a description of the CMAR Firm's approach for managing and performing its services during the Project's Preconstruction and Construction Phases. The Project approach should include the following items:

1. A discussion of how a collaborative relationship with the City and Design Engineer would be established during Preconstruction Phase development, scheduling, cost estimating and risk management, and the specific communications approach and protocol among CMAR Firm, City, and Design Engineer that will be established and followed.

2. A discussion of how the design and construction processes will interface (including how constructability issues, construction document packaging, value engineering and risk issues will be addressed).
3. A discussion of how decisions will be made regarding the CMAR Firm's self-performance of Construction Phase Work vs. utilization of subcontractors and the benefits to the City of the approach.
4. A description of the process for developing the GMP proposal at the 60 percent design completion (defined by the City), including the CMAR Firm's approach to establishing contingencies.
5. A description of the process for developing early equipment and/or construction package GMPs.
6. Identification of the key Project risk factors and the approach for mitigation.
7. A narrative on the approach to Project safety.
8. A narrative on the approach to delivering a quality project.
9. A discussion of the specific approach to meeting schedule(s) as well as approaches to mitigate schedule slippage.
10. A discussion of the CMAR Firm's approach to GMP adherence during the Construction Phase.

5.3.7 Part 6 – Preconstruction Phase Services Detailed Scope of Services and Baseline Schedule

Provide a Detailed Scope of Services for the Preconstruction Phase Services based on the minimum scope of work requirements provided in Attachment B (Scope of CMAR Services), Part A (Preconstruction Phase Services). In addition to expanding on the information provided in Attachment B (Scope of CMAR Services), Part A (Preconstruction Phase Services), the Detailed Scope of Services should clearly identify any additional and/or optional task(s), deliverables, and unique approaches that the Proposer believes will provide benefit or value to the City. The Detailed Scope of Services should also identify any assumptions regarding level of effort (e.g., number/duration of meetings, number of drafts of deliverables, etc.).

Provide a table that identifies all deliverables to be prepared under the Detailed Scope of Services.

Provide a Baseline Preconstruction Phase Services Schedule that identifies the sequencing and duration of the tasks contained in the Detailed Scope of Services.

Note: *Using the task sequencing and duration information provided in the Baseline Preconstruction Phase Services Schedule as well as the final Preconstruction Phase Services scope of work, the Preconstruction Phase Services Schedule will be developed in coordination with the City and the Design Engineer following selection of the CMAR Firm. See Attachment B (Scope of CMAR Services).*

5.3.8 Appendix A (Administrative and Technical Proposal Forms)

The Proposer shall complete the following forms included in Attachment E and include them in Appendix A – (Administrative and Technical Proposal Forms):

1. Iran Contracting Certification.
2. Russia-Ukraine Certification.
3. Non-Collusion Declaration.
4. Public Works Contractor Registration Certification.
5. Buy America Certification.
6. Equal Employment Opportunity Certification.
7. Use of Contract Funds for Lobbying Certification.
8. DBE Certification and Commitment Forms.
9. Insurance Company Letter of Intent.

10. Surety Letter of Intent.
11. Guarantor Commitment Letter.

5.3.9 Appendix B (Financial Information)

In Proposal Appendix B (Financial Information), provide audited financial statements for the CMAR Firm for the past three years and quarterly financial statements, certified by the chief financial officer, for the current year. Financial statements shall include opinion letter (auditor's report), balance sheet, income statement, statement of cash flow, and footnotes. If the CMAR Firm is a joint venture, LLC or partnership, also provide such financial statements for each partner or member. If a Project Guarantor is to be utilized, provide such financial statements for the Project Guarantor, accompanied by a signed Guarantor Commitment Letter included in Appendix A – (Administrative and Technical Proposal Forms).

In addition, for each entity provide information regarding any material changes in its financial condition for the past three years and anticipated for the next reporting period. If no material change has occurred and none is pending, provide a letter from the entity's chief financial officer or treasurer so certifying.

If audited financials are not available for an entity, the Proposal shall include unaudited financials for the entity, certified as true, correct, and accurate by the chief financial officer or treasurer of the entity.

5.3.10 Appendix C (Fee Proposal)

Provide a completed RFP Attachment F (Fee Proposal Form) as Proposal Appendix C (Fee Proposal). *Proposers should note that the information provided in the Fee Proposal will be incorporated into the CMAR Agreement. See note in Section 6.4.*

The Fee Proposal consists of the following six components:

1. The Preconstruction Phase Services Fee is the not-to-exceed amount that the CMAR Firm proposes as its maximum compensation for completing the Preconstruction Phase Services.
2. The Construction Phase Services Fee Percentage is the proposed maximum percentage that will be used to determine the fixed amount that will be included in the GMP portion of the Construction Phase Work as total compensation for profit and overhead.
3. The Construction Phase Services Subcontractor Mark-up is the percentage of the cost of the Construction Phase Services that the CMAR Firm proposes to charge for that portion of the Construction Phase Work provided by subcontractors to the CMAR Firm. *The Construction Phase Services Fee (#2 above) is not applied to subcontractor-performed work.*
4. The Construction Phase Services Major Equipment Mark-up is the percentage of the cost of the Major Equipment portion of the Construction Phase Work that the CMAR Firm proposes to charge. *The Construction Phase Services Fee (#2 above) is not applied to the Major Equipment portion of the Work.*
5. Preconstruction Phase Personnel Rates and Prices are the hourly rates and prices that shall apply for all personnel who will perform Preconstruction Phase Services, including Key Personnel, Subcontractors, and others.
6. Preconstruction Phase Other Direct Costs are the rates and prices that shall apply for all non labor costs incurred during the execution of the Preconstruction Phase Services.

5.3.11 Appendix D (Resumes)

Provide resumes for all Key Personnel in Proposal Appendix D (Resumes). Resumes must be limited to **two** pages per individual and include:

- Academic and professional qualifications.

- Professional registration (as applicable).
- Experience as it relates to the Project and to the individual's specified role on the Project.

5.3.12 Appendix E (Bonding and Insurance Letters)

Using the forms provided in Attachment A (Administrative and Technical Proposal Forms) provide in Proposal Appendix E (Bonding and Insurance Letters):

- **Performance bonds.** A letter from the CMAR Firm's surety to verify the ability of the of CMAR Firm to secure 1) a performance bond in the amount of the Preconstruction Phase Services Fee (from Appendix C (Fee Proposal)), and 2) payment and performance bonds of at least \$110 million for Construction Phase Work. Each surety providing a letter under this Section 5.3.8 must qualify as an Eligible Surety under the CMAR Agreement. The letter must specifically state that the surety/insurance company is an admitted surety or insurer (approved by the California Department of Insurance) and has read this RFP and evaluated Proposer's backlog and work-in-progress in determining its bonding capacity.
- **Insurance (Preconstruction Phase Services).** a letter of intent from the CMAR Firm's insurance company in the form included in Attachment E stating its ability to acquire and provide the following minimum limits for the required insurance, or a Certificate of Insurance showing that such insurance is in place:
 - Commercial General Liability (ISO CGL CG 00 01) - including coverage for bodily injury, property damage, products & completed operations, and personal injury arising from the contractor's activities.
 - Commercial General Liability (CGL) per Occurrence: \$2 million
 - Commercial General Liability Aggregate or Combined Single Limit (CSL): \$4 million
 - Auto Liability
 - For owned, hired, and non-owned vehicles per Occurrence (or non-owned & hired if contractor has no autos): \$1 million
 - Aggregate or Combined Single Limit: \$2M
 - Worker's Compensation with a *Waiver of Subrogation in favor of the City*: Limits as required by state law
 - Employer's liability: \$500 thousand
 - Professional Liability
 - Per claim: \$2 million
 - Aggregate: \$4 million

The required insurance must be obtained and maintained from insurance companies that have an A.M. Best Rating of no less than VII, unless otherwise acceptable to the City and are duly licensed or authorized in California.

The City anticipates utilizing an Owner Controlled Insurance Program (OCIP) for the Construction Phase of the Project.

5.3.13 Appendix F (Required Supporting Documentation)

In Proposal Appendix F (Required Supporting Documentation), provide:

- Provide evidence of all required licenses held by the CMAR Firm.
- information identifying all of the owners of the CMAR Firm (e.g., shareholders, members, partners, and the like) who hold an interest of 10 percent or more.

- As required by Section 5.3.3: (1) describe in detail any unfavorable factors or events and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Proposer's ability to perform its contractual commitments.

Section 6

PROPOSAL EVALUATION AND SELECTION

6.1 General

The Proposals will be reviewed and evaluated by the City's selection committee (with assistance provided by outside advisors, if desired by City) according to the requirements and criteria outlined in this Section 6. During the proposal evaluation process, City may submit written questions or requests for clarification to one or more Proposers regarding its Proposal or related matters. A Proposer's failure to respond in a timely manner to any such questions or requests may be grounds for elimination of the Proposer from further consideration. In addition, the City may require that all or a limited number of Proposers participate in interviews.

6.2 Responsiveness and Price Reasonableness

Each Proposal will be reviewed to determine whether it is responsive to the RFP based on the submittal requirements presented in Section 5 of this RFP. Failure to comply with the requirements of this RFP may result in rejection of the Proposal as non-responsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFP and may request clarification or additional information to remedy a deficiency.

Each component of the Fee Proposal will be evaluated on a pass/fail basis for price reasonableness. With respect to the Preconstruction Phase Services Fee, the analysis will take into consideration the Detailed Scope of Services and the Preconstruction Phase Personnel Rates and Other Direct Costs in the Fee Proposal Form. The City may disqualify any Proposer that submits a Fee Proposal component that the City determines is unreasonable or unrealistic.

6.3 Minimum Qualification Requirements

Unless rejected as non-responsive or unreasonable per Section 6.2, each Proposal will be reviewed to determine whether it meets the Minimum Qualification Requirements outlined in this subsection. At its sole discretion, the selection committee may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any Proposal that does not satisfy all of the following Minimum Qualification Requirements may be rejected:

1. **Payment and Performance bonds.** Ability of the CMAR Firm to provide the payment and performance bonds as described in Section 5.3.12.
2. **Insurance.** Ability of the CMAR Firm to provide insurance coverages as described in Section 5.3.12.
3. **Financial Strength.** The financial information provided must show that the Proposer has the financial strength to undertake and successfully complete the Project and to mitigate/absorb Project risks:
 - a. Factors to be considered by the City in determining financial strength include:
 - i. Profitability;
 - ii. Capital structure;
 - iii. Ability to service existing debt; and
 - iv. Other commitments and contingencies.

- b. If the City determines that a Proposer does not appear to have the financial capability to fulfill its obligations under the CMAR Agreement, it may offer the Proposer the opportunity to meet the requirement through one or more Guarantors acceptable to the City.
- c. If a guaranty is required by the City pursuant to Section 4.7, the financial condition and capabilities of Proposer's Guarantor(s) demonstrate Guarantor's financial capacity and ability to guarantee the obligations of Proposer pursuant to the form of guaranty attached as Exhibit 5C to the CMAR Agreement. Based on the financial information provided pursuant to Appendix B, factors that will be considered in evaluating the proposed Guarantor's financial capacity include the following:
 - i. Profitability;
 - ii. Capital structure;
 - iii. Ability to service existing debt; and
 - iv. Other commitments and contingencies.
4. **Licensing and registration.** The CMAR Firm must hold a Class A (General) License and the CMAR Firm and each subcontractor must hold specialty licenses required for the portion of the Construction Phase Work that they will perform. The CMAR Firm and each identified subcontractor that will perform "public work" as defined in the Labor Code must be registered with the Department of Industrial Relations to perform public work pursuant to the State of California Labor Code §1725.5.
5. **Construction experience.** Within the past 10 years, the CMAR Firm must have successfully completed or substantially completed the new construction or upgrade of at least two wastewater treatment facilities utilizing MBR treatment and/or ultraviolet disinfection technologies for a municipal client in the United States.
6. **Safety record.** The CMAR Firm must have achieved an experience modification rate (EMR) of not greater than **1.0** for the current and past two years.

6.4 Evaluation Criteria

The selection committee will evaluate and rank the Proposals that satisfy the Minimum Qualification Requirements by applying weighted evaluation criteria, as set forth in the table below, to information provided in the Proposals.

Criterion	Proposal Section	Weighting	Max Point Score
Project Team	Part 3	15%	150
Project Experience	Part 4	35%	350
Project Approach	Part 5	25%	250
Preconstruction Phase Services Detailed Scope of Services and Baseline Schedule	Part 6	20%	200
Construction Phase Services Fee Percentage	Fee Proposal (Appendix C)	5%	50

In ranking the Proposals, the selection committee will use a 1000-point scale whereby the maximum points awarded for each of the evaluation criteria will be based on the percentage weight set forth above.

For the purposes of evaluating the Construction Phase Services Fee Percentage component of the Fee Proposal, the Proposer that submits a Fee Proposal with the lowest Construction Phase Services Fee Percentage will receive the maximum score for the criterion of 50.

For each Construction Phase Services Fee Percentage component of the Fee Proposal with a higher value, the score will be calculated based upon the following formula:

$$= \left(1 - \frac{\text{Proposer's Fee Percentage Proposal Value} - \text{Lowest Fee Percentage Proposal Value}}{\text{Lowest Fee Percentage Proposal Value}} \right) \times 50$$

Note: *With the exception of the Construction Phase Services Fee Percentage, the information provided in the Fee Proposal will not be considered in the Proposal scoring process but will be evaluated for price reasonableness as described in Section 6.2. Such components will be subject to negotiation as provided in this RFP and the CMAR Agreement.*

6.5 Shortlisting and Interviews

Following completion of the evaluation and scoring process described in Section 6.4, the City will invite the 3 highest ranked Proposers to participate in interviews to present the key points of their Proposals and to answer questions of the selection committee. While the interviews will not be separately scored, the selection committee will have the opportunity to adjust the Proposer point assignments based on the Proposers' interview performance, particularly with respect to the question and answer period.

6.6 Selection

After completion of the process described in Sections 6.4 and 6.5, the City will notify Proposers of the rankings. The City may award the CMAR Agreement to the top-ranked Proposer without negotiations or may enter into negotiations with the top-ranked Proposer. If negotiations with the top-ranked Proposer are not successful, the City will negotiate with the next highest-ranked Proposer (and so on for lower-ranked Proposers until either a Contract is reached or negotiations with all ranked Proposers end).

Section 7

MISCELLANEOUS

7.1 City Authority

This RFP is issued under authority provided by the Charter of the City of San Buenaventura.

7.2 Ineligible Firms and Individuals

The following firms and individuals are serving in an advisory capacity to the City for this Project and are therefore not eligible to assist or participate with any Proposer that submits a Proposal for the Project:

- Benner and Carpenter, Inc.
- Carollo Engineers, Inc.
- DCM Consulting, Inc.
- GSI Water Solutions, Inc.
- Kennedy/Jenks, Inc.
- McCabe & Company
- Nossaman, LLP
- Sites Pacific, Inc.
- Larry Walker Associates
- WSC Water Engineering and Consulting Services

7.3 Conflict of Interest and Contribution Disclosure Requirements

7.3.1 Conflict of Interest Policy

Proposers must review the COI Policy, a copy of which is attached to this RFP as Attachment G, and in accordance with the COI Policy must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the Proposer or any team member, any employees of the Proposer or team member, or any other person relative to the services to be provided pursuant to this RFP.

1. Each Proposer who may have a potential conflict of interest in relation to the Project must complete the requirements specified in Section 2 of the COI Policy.
2. Upon review of the information provided by the Proposer as described above, the City will determine, in its sole discretion, if the Proposer has an organizational conflict of interest that makes it ineligible for award. Decisions of the City regarding organizational conflicts of interest may be appealed to the City Council. The decision of the City Council shall be final with respect to the disposition of the organizational conflict of interest and is non-appealable.
3. By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer must make an immediate and full written disclosure to the City that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflict. If an organizational conflict of interest is determined to exist that the Proposer knew or should have known about but did not disclose during the procurement process, the City may, at its sole discretion, determine that the Proposer is not eligible for award. If an organizational conflict of interest is determined to exist that the Proposer knew or should have

known about but did not disclose and the Proposer has entered into a contract, the City may, at its sole discretion, cancel the contract. In either case, the City may avail itself of any remedies it may have at law or in equity. In such event the City assumes no obligation, responsibility, or liability to reimburse all or part of the costs incurred or alleged to have been incurred by the Proposer.

4. Any person, firm, corporation, joint venture or partnership, or other interested party that has discussions regarding this RFP with anyone at the City other than as provided for in this RFP may be considered to have gained an unfair competitive advantage. City has sole discretion to determine that a Proposer is ineligible for award based on a determination of unfair competitive advantage.
5. The selected Proposer will not be automatically disqualified from being awarded a contract for other projects, including within the VWP Program, but the City reserves the right to review potential organizational conflicts on a case-by-case basis.

7.3.2 Disclosure Requirements

This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees and its consultants are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Proposer. Pursuant to Government Code section 84308, Proposer must disclose if, in the past 12 months, Proposer any of its officers, directors, partners, controlling stockholders or any of its employees directly involved in the Proposer's contracting activities made a campaign contribution of more than \$250 to (a) any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate or (b) the Mayor, a City Council member, a candidate for any of those elected City offices, or a City committee controlled by a person who holds or seeks any of those elected City offices.

7.4 Public Records

The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "Act"), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Proposer believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Proposer bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Proposer agrees to indemnify, defend, and hold harmless the City against any third-party claim seeking disclosure of the Proposal or any portions thereof.

7.5 Reserved Rights

Notwithstanding anything to the contrary in this RFP, City reserves to itself all rights (which rights shall be exercisable by City in its sole discretion) available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Accept or reject any or all of the Proposals, responses, supplemental information or data, other submittals, or any parts thereof, received from Proposers at any time;
- Issue addenda, supplements, and modifications to this RFP in whole or in part before and after receipt of Proposals;
- Cancel, withdraw, postpone, or extend this RFP, in whole or in part, at any time prior to the execution of the CMAR Agreement, without incurring any obligations or liabilities, and, if the City so desires, commence a new procurement for part or all of the scope of services;
- Modify the procurement schedule;

- Determine, in its sole discretion whether a Proposal is responsive, waive deficiencies, informalities and irregularities in a Proposal to the maximum extent permitted by law, and accept and review a non-conforming Proposal;
- Suspend and terminate the procurement process or terminate evaluations of Proposals received;
- Permit corrections to data submitted with any Proposal;
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Proposers to seek an improved understanding of any information contained in a Proposal;
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the Proposals;
- Seek clarification from any Proposer to fully understand information provided in the Proposal and to help evaluate and rank the Proposers;
- Reject a Proposal containing exceptions, additions, qualifications, or conditions not called for in the RFP or otherwise not acceptable to the City;
- Conduct an independent investigation of any information, including prior experience, included in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means;
- Perform a price reasonableness assessment;
- Request additional information from a Proposer during the evaluation of its Proposal, including requiring confirmation of information furnished by a Proposer, and requiring additional evidence of technical and financial capability to perform the intended services;
- Appoint evaluation committees to review and make recommendations regarding the SOQs, and seek the assistance of outside technical, financial and legal experts and consultants in connection with the SOQ evaluations;
- Disclose information contained in a Proposal to the public;
- Approve or disapprove additions, deletions or changes in the organization, firms and/or key personnel identified in a Proposal;
- Not issue a notice to proceed after execution of the agreement;
- Disqualify any Proposer for violating any rules or requirements of the procurement set forth in this RFP, or in any other communication from the City in connection with this procurement;
- Exercise any other right reserved or afforded to the City under this RFP or applicable laws or regulations.

7.6 Obligation to Keep Project Team Intact

Proposers are advised that all firms and Key Personnel identified in the Proposal shall remain on the Project Team for the duration of the procurement process and execution of the Project. (The anticipated dates for award of the CMAR Agreement and for completion of the Project are set forth in Section 2.3 of this RFP.) If extraordinary circumstances require a change, it must be submitted in writing to the City Contact, who, at his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the CMAR Firm's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Proposer from further consideration.

7.7 Protests

7.7.1 Applicability and Process

Section 7.7 sets forth the sole and exclusive protest remedies available with respect to this RFP. A Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue its protest. These provisions prescribe the sole and exclusive procedures for protests regarding the following issues:

- a. Allegations that the terms of the RFP are wholly ambiguous, contrary to legal requirements applicable to the procurement or exceed the City's authority;
- b. A determination as to whether a Proposal is responsive to the requirements of the RFP or as to whether a Proposer meets the Minimum Qualification Requirements in this RFP; and
- c. Award of the CMAR Agreement.

7.7.2 Required Early Communication Regarding Protests

Protests concerning the issues described in Section 7.7.1 may be filed only after the Proposer has informally discussed the nature and basis of the protest with the City, following the procedures prescribed in Section 7.7. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the City Contact as specified in Section 4.4. The written request shall include an agenda for the proposed one-on-one meeting. The City will meet with the Proposer as soon as practicable to discuss the nature of the allegations. If necessary, to address the issues raised in an informal discussion, the City may make appropriate revisions to the RFP by issuing addenda.

7.7.3 Protest Deadlines

Any protest must be filed within the applicable deadline specified below (each a "Protest Deadline"):

1. Protests concerning the issues described in Section 7.7.1(a) must be filed as soon as the basis for the protest is known, but no later than 10 calendar days after the date of issuance of the RFP, unless the protest relates to an addendum to the RFP, in which case the protest must be filed no later than ten days after the addendum is issued and may only address any item that has been changed by the addendum.
2. Protests concerning the issues described in Section 7.7.1(b) must be filed no later than five working days after receipt of the notification of non-responsiveness or failure to meet the Minimum Qualification Requirements in this RFP.
3. Protests concerning the issues described in Section 7.7.1(c) must be filed no later than 10 calendar days after announcement of the selected Proposer.

7.7.4 Content of Protest

Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. The protest shall also include the name and address of the protester and the RFP or contract number. Statements shall be sworn and submitted under penalty of perjury.

Material submitted after the applicable Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting Proposer or potential Proposer.

7.7.5 Filing of Protest

Any protest must be made in writing and received by City by registered mail, or other reliable delivery service providing a receipt showing delivery to the City, addressed to "VenturaWaterPure, Procurement Protest, 501 Poli Street, Ventura, CA 93003" before 5:00 p.m., no later than the applicable Protest Deadline, with a copy sent by email to the City Contact. Any protest not received by registered mail or other service as described above will not be considered an official protest. Only a Proposer who has actually submitted a Proposal is eligible to submit a protest against the City's decision to accept or reject a Proposal. Subcontractors are not eligible to submit protests. A Proposer may not rely on the protest submitted by another Proposer, but must timely pursue its own protest.

7.7.6 Comments from Other Proposers

For protests concerning the matters described in Section 7.7.1(c), a copy of the protest and all supporting documents must be concurrently transmitted by fax, email, or overnight delivery by or before the Protest Deadline, to the Proposer selected for award and any other Proposer who has a reasonable prospect of receiving an award depending upon the outcome of the protest (each an "Affected Proposer").

An Affected Proposer may submit a written response to the protest, provided the response is transmitted by fax, email, or overnight delivery and received by the City before 5:00 p.m., within three working days after the Protest Deadline or after actual receipt of the protest, whichever is sooner (the "Response Deadline"). The response must contain all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the Affected Proposer.

The Affected Proposer must concurrently transmit a copy of the response and all supporting documents by fax, email, or overnight delivery to the protesting Proposer and any other Affected Proposer.

If requested by the City, other Proposers may file statements in support of or in opposition to the protest within five days of the filing of the protest. If the City requests statements from other Proposers, the City shall promptly forward copies of all such statements to the protester. Any statements shall be sworn and submitted under penalty of perjury.

7.7.7 Burden of Proof

The protester has the burden of proving its protest by clear and convincing evidence. The City may discuss the protest with the protester and other Proposers. No hearing will be held on the protest. The protest shall be decided solely on the basis of written submissions.

7.7.8 Decision on the Protest

The Ventura Water General Manager or designee will issue a written decision regarding the protest within 10 working days after the filing of the detailed statement of protest. If necessary, to address the issues raised in a protest, the City may make appropriate revisions to this RFP by issuing an addendum.

Any appeal concerning the determination of the Ventura Water General Manager shall be submitted in writing to the City Manager no later than five calendar days after the original determination is communicated to the Proposer. The City Manager or designee shall consider the documented arguments of the protest and a written determination will be made and returned to the affected Proposer(s) within 10 working days following receipt of the appeal, or such additional time as is deemed necessary by the City.

The written decision of the City Manager or designee shall be final and non-appealable.

7.7.9 Protester's Payment of Costs

The protesting Proposer must submit along with their protest a non-refundable fee in an amount set by Resolution of the City Council, based upon the City's reasonable costs to administer the protest. In the absence of the fee amount being set by Resolution of the City Council, the fee shall be a billed-against deposit with the amount of the deposit being \$1,000. In the event the costs of the protest are less than the amount deposited, the balance shall be returned to the protesting Proposer. In the event the costs of the protest are higher than the deposit, the City shall send the protesting Proposer an invoice for the balance. In the event the protesting Proposer prevails in their protest, all monies paid by the protesting Proposer under this section shall be returned by the City. By submitting a protest, the protesting Proposer agrees to the fee provision.

7.7.10 Sole Remedy

The procedure and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. A Proposer's failure to comply with these procedures will constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

7.8 Debriefings

All Proposers submitting Proposals will be notified in writing of the results of the evaluation process. Proposers not selected may request a debriefing within 10 working days of notification of the selected Proposer. Debriefings shall be provided at the City's earliest feasible time after Proposer's written request for a debriefing. The debriefing shall be conducted by a procurement official familiar with the rationale for the best value determination.

Debriefings shall:

- Be limited to discussion of the unsuccessful Proposer's Proposal and may not include specific discussion of any competing Proposal or Proposer;
- Be factual and consistent with the evaluation of the unsuccessful Proposer's Proposal; and
- Provide information on areas in which the unsuccessful Proposer's Proposal had weaknesses or deficiencies.

Debriefings will not include discussion or dissemination of the thoughts, notes or rankings of individual evaluators.

7.9 Prevailing Wage Requirements

Preconstruction Phase services under the CMAR Agreement may be subject to California prevailing wage requirements and Construction Phase services (including any Early Work) will be subject to California and Davis-Bacon prevailing wage requirements. Refer to the CMAR Agreement for additional information.

Attachment A

DEFINITION OF TERMS

Capitalized terms and acronyms which are used in this RFP but not defined in Attachment A have the meanings given in Section 1.1 of the CMAR Agreement.

The definitions of some of the capitalized terms used in this RFP are presented below:

CMAR Agreement - The draft Contract, including the agreement and all of its appendices and attachments, presented as RFP Attachment C (CMAR Agreement).

CMAR Firm - The legal entity selected to execute and perform the CMAR Agreement (either a single firm or joint venture) responsible for providing Preconstruction Phase and Construction Phase Services.

Contract Documents - The Contract Documents comprise the items listed in the CMAR Agreement (Attachment C).

Design Engineer – The firm engaged by City to provide professional design services and have responsible charge of the design, including preparation of the construction documents. The Design Engineer for the Project is Kennedy/Jenks Consultants, Inc.

Equity Member – (a) Each member of a joint venture comprising Proposer; (b) each general partner of a limited or general partnership comprising Proposer; (c) each entity holding an equity interest in Proposer, if that entity was formed less than one year prior to the Proposal Submittal Deadline; and (d) each other entity with a controlling interest in Proposer (whether as a member, partner, shareholder, joint venture member or otherwise). Notwithstanding the foregoing, if the applicable entity is a publicly traded company, any shareholder with less than a 10 percent interest in the entity shall not be considered an Equity Member.

Key Personnel – The individuals, employed by CMAR Firm or other firms included on the Project Team, who would fill certain key roles in delivering the Project and related services by the CMAR Firm, including at least the following positions: project executive, project manager, safety manager, quality manager, preconstruction manager, lead estimator, procurement manager, construction manager, and construction superintendent(s).

Minimum Qualification Requirements – The requirements set forth in Subsection 6.3 of this RFP which, at a minimum, must be satisfied (or waived by City) in order for the Proposal to be evaluated and ranked according to the comparative evaluation criteria.

Project Team – The CMAR Firm, Key Personnel, and any additional firms (such as subcontractors and subconsultants) identified in the Proposal.

Proposal Submittal Deadline – Has the meaning given in Section 5.1.

Proposer – Each entity submitting a Proposal in response to this RFP.

RFP – Has the meaning given in Section 1.1.

Work – All preconstruction, construction and other services required by the Contract Documents for the performance of the Preconstruction Phase Services and Construction Phase Services, including the procurement and furnishing of all materials, equipment, services, and labor reasonably inferable from the Contract Documents.

Attachment B

SCOPE OF SERVICES

I. PRECONSTRUCTION PHASE SERVICES – MINIMUM REQUIREMENTS

[Notes to Proposers:

1. Based on the minimum requirements as outlined below and in accordance with Section 5.3.7 of this RFP, the CMAR Firm will provide the Detailed Scope of Services (Part 6 of the Proposal, to be attached to the CMAR Agreement as Exhibit 2A).

2. Scheduling (initiation, duration, and completion) for the tasks identified below will not be established until after NTP 1. The City will determine scheduling in coordination with the Design Engineer scope of services and schedule.]

Generally, the Preconstruction Phase Services consist of those tasks necessary for the CMAR Firm, in collaboration and coordination with the Design Engineer, to develop a Guaranteed Maximum Price and associated Baseline Construction Phase Project Schedule for the Construction Phase Amendment. These services also include project management activities and specific tasks for the development of certain Management Plans necessary to advance the Project through the Preconstruction and Construction Phases.

The Preconstruction Phase Services include:

- Development, review, and approval of various Submittals, as described in Section A;
- Management Activities, as described in Section B;
- Design development support, as described in Section B;
- Development, review, and approval of Project Schedules, as described in Section B;
- Procurement and GMP Development, as described in Section B; and
- Development, review, and approval of Management Plans.

A. Submittals Requirements:

1. Preconstruction Phase Submittals include design review comments, reports, Management Plans, Project Schedules, the Construction Phase Proposal and other submittals or work products identified in this Attachment B.
2. Unless otherwise indicated in this Attachment B, all Submittals must be prepared, updated, and maintained in accordance with the Submittal Requirements.
3. Unless otherwise indicated below, CMAR Firm shall provide one draft version of each Submittal for City review and one final version that addresses review comments.
4. Project Schedules shall be submitted as electronic files (native P3 and Adobe PDF formats).

B. Management Activities:

1. Participate in one Project kick-off meeting for the Preconstruction Phase Services at City location.

2. Participate in monthly progress meetings on-site or at the office location provided by the City.
3. Participate in up to 12 additional meetings or workshops with the Design Engineer, City and/or others as needed.
4. Establish and maintain monthly the Project Schedule for the Preconstruction Phase Services in coordination with the Design Engineer.
5. Develop and maintain a work management and file management system compatible with the VenturaWaterPure Program Sharepoint System.
6. Prepare and submit monthly progress reports with descriptions of the work completed in the last monthly period in a format acceptable to the City. At a minimum, monthly progress reports shall include:
 - a) Cost of the Work during the Preconstruction Phase including hourly labor charges and direct costs incurred during the period, by task, by staff person;
 - b) A summary of accomplishments, progress on deliverables, meetings, etc. by task;
 - c) A summary of anticipated activities for the following monthly period, by task;
 - d) Identification of any current or anticipated challenges regarding the execution of the Preconstruction Phase Work; and
 - e) Any additional information as required by City funding agencies, (e.g., WIFIA)
7. Participate in project partnering workshops.

C. Design Development Support

1. In general, consult with, advise, and provide recommendations to the City and the Design Engineer on planning, design, and proposed construction of the Project, and provide comments on draft Project Plans and Specifications. During design progression, provide ongoing constructability review and input, as well as information on material availability, recommendations on equipment and/or packaging to advance construction, and independent quantity calculations to verify quantities specified by Design Engineer. Services under this task shall be provided from the Basis of Design Report (BODR) level of completion up to and including 60 percent completion of the final design, plans and specifications.
2. At the 30 percent and 60 percent design completion milestones, attend up to three (3) design review workshops for each design completion milestone (30 percent and 60 percent) with attendees including the Project Manager, Lead Estimator, Lead Scheduler, Superintendent, and any other necessary personnel to address key design and constructability issues, e.g., interface issues, temporary construction activities, packaging, site conditions, construction impact reduction strategies, cost, schedule, staging, etc.
3. Review design review workshop meeting minutes and provide written comments to Design Engineer.
4. In coordination with the Design Engineer, provide on-going value-engineering review.

5. Provide draft and final versions of written value engineering recommendations at the 30 percent and 60 percent design completion milestones.
6. Support and attend up to four (4) value engineering focused workshops with Design Engineer at the 30 percent and 60 percent design completion milestones.
7. At the 60 percent design completion milestone, prepare and provide a list of additional details that would be needed to complete the Project in the allotted time or to accelerate aspects of the Construction Phase Work.
8. Identify, evaluate, and recommend elements of the Project that may require less than 100 percent design completion.
9. Provide review of site investigation studies and work products (prepared by others) and provide any written comments as necessary to Design Engineer and City regarding potential constructability impacts.
10. Provide support and input to Design Engineer and City regarding operations and maintenance (O&M) and repair and replacement (R&R) preliminary plan development.

D. Project Schedules:

1. Based on the Baseline Preconstruction Phase Schedule provided under Section 5.3.7 of this RFP, and in coordination with the Design Engineer and the City, prepare the Preconstruction Phase Project Schedule.
2. Develop and provide a draft structure/format for City review that will serve as the basis of the Baseline Construction Phase Project Schedule (and the Construction Phase Project Schedule as it is further developed during the Construction Phase).
 - a) Obtain City's agreement to any deviations from the scheduling provisions in Division 01 Section 01_32_21 set forth in Exhibit 14-E to the Agreement.
 - b) Incorporate City review comments to finalize the schedule structure/format for City approval.
3. Develop a preliminary draft of a Work Breakdown Structure (WBS) for City review that will be used to inform the ongoing development of the Baseline Construction Phase Project Schedule as well as the GMP Cost Model. The WBS shall provide a clear description of each work package and deliverable included in the Construction Phase Work. Revise the WBS to address comments received from City and resubmit for City approval.
4. Develop the Baseline Construction Phase Project Schedule at the 30 percent final design completion milestone.
5. Develop the Baseline Construction Phase Project Schedule in coordination with the GMP proposal for City review and consideration. (See Tasks 16, 17 and 18 below.)

E. Procurement and GMP Development:

1. Identify the portions of the Construction Phase Work that CMAR intends to self-perform and the portions that it intends to award to Subcontractors and explain the rationale for the proposed approach. Identify which Work CMAR Firm intends to procure through value-based competitive selections, in lieu of low-bid selection, and explain the rationale. Revise the proposed approach to address comments received from City and resubmit for City approval.
2. Provide recommendations to the City regarding the division of the Construction Phase Work to facilitate bids and proposals for the major elements of the Construction Phase Work.
3. Support the City and Design Engineer in the pre-selection of certain Project equipment.
4. Identify long-lead equipment procurement needs and support Design Engineer in the analysis of equipment availability considerations and mitigation strategies to address supply chain issues as applicable.
5. Develop and provide a draft Subcontractor Procurement Plan for City approval in accordance with the Agreement, outlining the process to be implemented for value-based and/or low-bid selection of Subcontractors, equipment, and materials and including the CMAR Firm's DBE Participation Plan.
6. Conduct a meeting to discuss City review comments on draft Subcontractor Procurement plan.
7. Revise draft Subcontractor Procurement Plan in response to City review comments and submit for City approval.
8. Prepare and provide a draft GMP Cost Model for City review and approval that will be used to manage the Open Book Basis GMP development process. The draft GMP Cost Model may be furnished in the CMAR Firm's preferred structure, however it must include, at a minimum, the following elements and/or functionality:
 - a) A complete representation of all Construction Phase Work, broken down into a manageable hierarchy of organization;
 - b) The ability to provide reporting from a number of perspectives, (e.g., construction package, project type, funding source, contracts, vendors, etc.);
 - c) Inclusion of linkages to all documentation utilized during the CMAR Firm's implementation of the procurement process, (e.g., subcontractor and supplier procurement documents, quotes/bids/proposals received, etc.);
 - d) Identification of all contingency assumptions; and
 - e) Identification of all GMP Cost Model assumptions.
9. Conduct a workshop to present and discuss draft GMP Cost Model with City.
10. Revise draft GMP Cost Model based on City review and provide final GMP Cost Model for City approval.
11. Utilizing the GMP Cost Model, prepare an initial cost estimate based on the BODR developed by the Design Engineer. Revise the BODR GMP Cost Model to address comments received from City and resubmit for City approval.

12. Utilizing the GMP Cost Model, prepare and submit detailed, updated cost estimates on an Open Book Basis as the design is advanced to the 30 percent and 60 percent levels of design completion. The 30 percent and 60 percent GMP Cost Model updates shall be accompanied by a summary level log of changes from the prior submission, and a narrative describing the nature and rationale for the cost changes.
13. CMAR Firm shall conduct a workshop at the 30 percent and 60 percent levels of design completion to discuss the GMP Cost Model updates with City and Design Engineer.
14. Revised 30 percent and 60 percent GMP Cost Models based on City reviews and workshop outcomes and provide final 30 percent and 60 percent GMP Cost Models for City approval.
15. Maintain, update, and provide a summary version of the GMP Cost Model on a monthly basis.
16. At the 60 percent level of design completion (or at such other time as agreed to with the City), prepare and provide a draft version to the City of a complete, detailed, written GMP Proposal which includes the following elements:
 - a) Construction Phase Submittal List that identifies all services and products related to the Construction Phase Work and included in the GMP;
 - b) GMP Cost Model;
 - c) Baseline Construction Phase Project Schedule;
 - d) Projected cash flow schedule;
 - e) Links, references, or inclusion of 60 percent design drawings and specifications prepared by Design Engineer; and
 - f) Identification of any assumptions, limitations, or conditions associated with the draft version of the GMP Proposal.
17. Conduct a workshop to discuss City comments on draft GMP Proposal.
18. Revise GMP Proposal in accordance with City review and submit final GMP Proposal for City consideration.

F. Management Plans:

1. Prepare and provide for City review a draft version of a Construction Management Plan for the Construction Phase Work that, at a minimum, addresses the following items:
 - a) Project organization and communication;
 - b) Health, safety, and emergency response procedures;
 - c) QA/QC management;
 - d) Site management;
 - e) Construction Phase Work communication, scheduling, and sequencing approach;
 - f) Construction noise management;
 - g) Storm water pollution prevention; and
 - h) Cost control.

2. Based on City review comments, prepare and provide a final version of the Construction Management Plan.
3. Attend meeting with City to discuss CMAR Firm responsibilities identified in Permitting Plan prepared by City, City advisors, and Design Engineer.
4. Prepare, implement, and maintain a Risk Management Plan for the Construction Phase Work in coordination and alignment with City's risk management structure for the VenturaWaterPure program. The Risk Management Plan shall include:
 - a) A risk registry identifying specific Construction Phase risks, their estimated probability of occurrence, the estimated magnitude of impact on cost and schedule, and the party responsible for the management of that risk; and
 - b) A discussion of the potential mitigation measures for each risk identified in the risk registry.
5. Participate in quarterly program-wide risk management workshops to present updates to Construction Phase risk management approach for incorporation into the program-wide risk management methodology.
6. Provide support to the City and Design Engineer as required in the preparation of a draft Project Commissioning Plan that describes in detail the process that will be implemented and the deliverables that will be provided in order to commission, test, and start up the Project. At a minimum, the draft Project Commissioning Plan shall include:
 - a) A description of the overall plan to commission, test, and start up the Project, including identification of roles and responsibilities of the CMAR Firm, Design Engineer, City, and others;
 - b) A description and outline of the testing process the Project Company will implement to demonstrate performance of individual components of the Project; and
 - c) A description and outline of the Project acceptance testing process and plan.
7. Conduct a workshop with the City and Design Engineer to discuss draft Project Commissioning Plan.
8. Provide support to the City and Design Engineer as required to incorporate comments based on City review of draft Project Commissioning Plan to facilitate submittal of final version for City approval.

II. CONSTRUCTION PHASE WORK

[Note to Proposers: Proposers are not required to provide a detailed Scope of Work for the Construction Phase. The scope of the Construction Phase Work will be defined by the Construction Phase Amendment which will include a detailed scope of services, the Construction Phase Submittal List, and the Plans and Specifications prepared by the Design Engineer.]

A. Management Activities:

1. Participate in Project kick-off meeting(s) for the Construction Phase Work.
2. Participate in weekly construction meetings.
3. Conduct meetings with all the contractors and sub-contractors performing major elements of the Construction Phase Work prior to the start of their activities.
4. Attend monthly meetings with the Design Engineer and City staff and provide written monthly progress report and updated schedule.
5. Coordinate and manage the Construction Phase Work that includes all required appurtenances, necessary site improvements, and all other work required to make a complete and operable system within the GMP and the allowable contract time.
6. Maintain and update the Construction Phase Project Schedule on a monthly basis, and prepare three-week look ahead work schedules consistent with overall schedule.
7. In coordination with City's risk management approach for the VenturaWaterPure program, maintain and provide updates to the Construction Phase Work risk registry on a monthly basis, and participate in quarterly risk management meetings.
8. Coordinate with Governmental Entities, as necessary and in compliance with the approved Permitting Plan.
9. Monitor and maintain quality controls over Shop Drawings, equipment and materials, implementation, and Construction Phase Work.
10. Provide and maintain the Construction Phase Bonds.
11. Comply with the City's insurance program during Construction Phase as required by the Contract Documents.
12. Implement the construction site safety and emergency response plans to provide a safe working site for the Project.
13. Establish and implement procedures to track, expedite and process all Submittals, Change Orders, and requests for information.
14. Review and process all pay applications from Subcontractors.
15. Implement and maintain accounting, reporting, and payment systems to comply with City and funding agency requirements (e.g., WIFIA, SRF, etc.).
16. Conduct monthly progress meetings with the on-site trade forepersons or superintendents.
17. Maintain current hard copies of Project as-built drawings, including all subcontracted work, and submit monthly in hard copy, PDF, and electronic format, as specified by the Design Engineer.

- B. Procurement Activities:
1. Prepare the bids/proposals packages for the elements of the Construction Phase Work incorporating applicable requirements of the Contract Documents in accordance with the approved Subcontract Procurement Plan.
 2. Develop and submit recommendations for City consideration and approval concerning the awarding of subcontracts with respect to Changes in the Work.
 3. Manage all procurement of materials and equipment.
 4. Manage all procurement and construction-related Subcontracts while meeting the City's requirements for procurement of Subcontractor and Supplier bids or proposals. This effort includes inspecting the Construction Phase Work performed by subcontractors to ensure conformance with the Contract Documents and Good Faith Efforts.
- C. Design Support Activities:
1. In general, consult with, advise, and provide recommendations to the City and the Design Engineer on the continued advancement of the design beyond the 60 percent level completed during the Preconstruction Phase. Provide continued support regarding the proposed construction of the Project and provide comments on draft drawings and specifications. During design progression beyond 60 percent, provide ongoing constructability review and input as applicable, as well as information on material availability, recommendations on equipment and/or packaging to advance construction, and independent quantity calculations to verify quantities specified by Design Engineer. CMAR Firm may submit value engineering proposals in accordance with Division 01 Section 01_24_13 set forth in Exhibit 14-E to the Agreement.
 2. Review and process Shop Drawings and other documents for submittal to Design Engineer.
 3. Conduct a walk-through with the City and Design Engineer to ensure that the City, Design Engineer, and CMAR Firm are in agreement that the Construction Phase Work is complete before the two-year warranty goes into effect.
- D. Operations and Maintenance Support Activities:
1. In general, consult with, advise, and provide recommendations to the City and the Design Engineer regarding the development of the operations and maintenance approach for the Project, including repair and replacement methodology.

Attachment C

CMAR AGREEMENT

Attachment D

MBR/UV SCOPE, DESIGN STANDARDS AND PERFORMANCE REQUIREMENTS

[Note to Proposers:

Attachment D has been provided for background information only. The Design Engineer is currently executing a scope of work that will refine certain aspects of the preliminary design contained below. This further development of the Project design will be captured in the Basis of Design Report (BODR) provided to the CMAR Firm.]

VWRF MBR/UV PROJECT COMPONENTS

The MBR/UV system will consist of both new facilities and the utilization of existing facilities. The existing headworks bar screens and primary clarifiers will continue to be utilized upstream of the new MBR. The existing primary equalization facilities will continue to be utilized to equalize diurnal and wet weather flow variations to the secondary and tertiary processes. New fine screens will be required to protect the membranes and are anticipated to be constructed downstream of the equalization facilities. In approximately 2010, the City constructed anoxic tanks that provide partial nutrient removal and facilitate centrate return, and return activated sludge and waste activated sludge (RAS/WAS) flows. The anoxic tanks are in good working condition and will continue to be utilized in some manner with the new MBR/UV facilities. In addition, the City is currently constructing a new blower system and structure, which will also be incorporated into the new MBR facilities. The Design Engineer is considering how best to incorporate these existing assets.

Specifically, the new MBR and UV systems will involve the following primary components:

- New fine screens.
- Utilization of existing anoxic, biologically aerated reactor (BAR), and centrifuge filtrate equalization tanks.
- New aeration tanks.
- Utilization of process air from existing blowers.
- New RAS/WAS pump stations and pipelines.
- New membrane tanks.
- Membrane air scour functionality (with new blowers) and clean-in-place (CIP) capability.
- New permeate and backwash pumps.
- New UV disinfection system.
- New chemical storage facility.
- Possible relocation of primary treatment biological H₂S air scrubber.

A draft process schematic is shown in Figure 1.

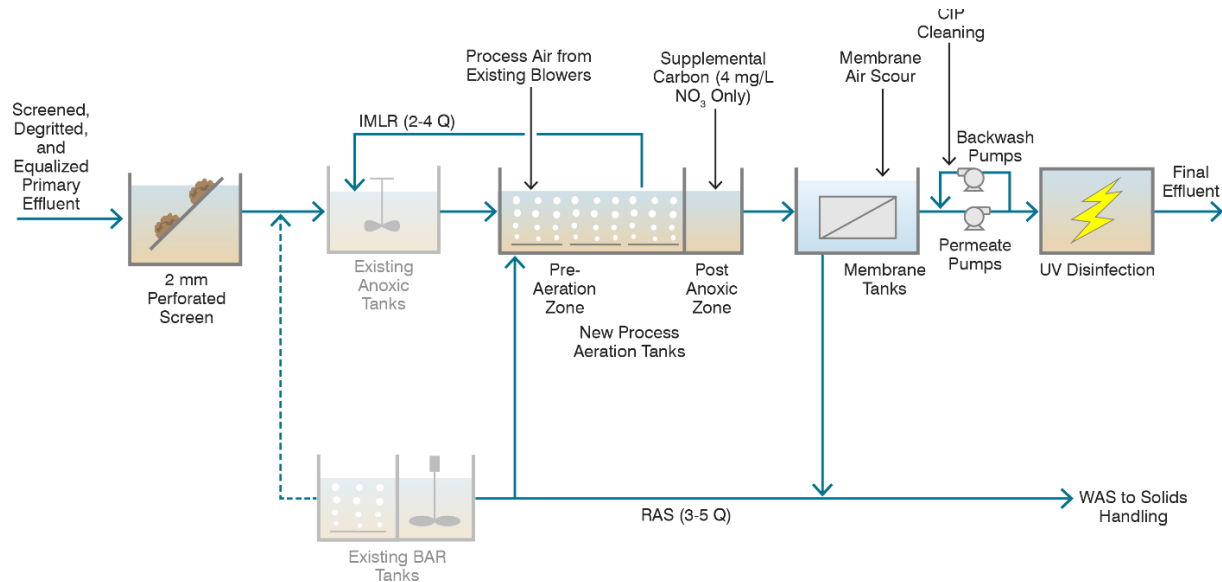


Figure 1 Draft MBR/UV Process Schematic

A draft conceptual layout of the facilities is shown in Figure 2. The Design Engineer will be responsible for determining the final layout in coordination with the CMAR Firm.

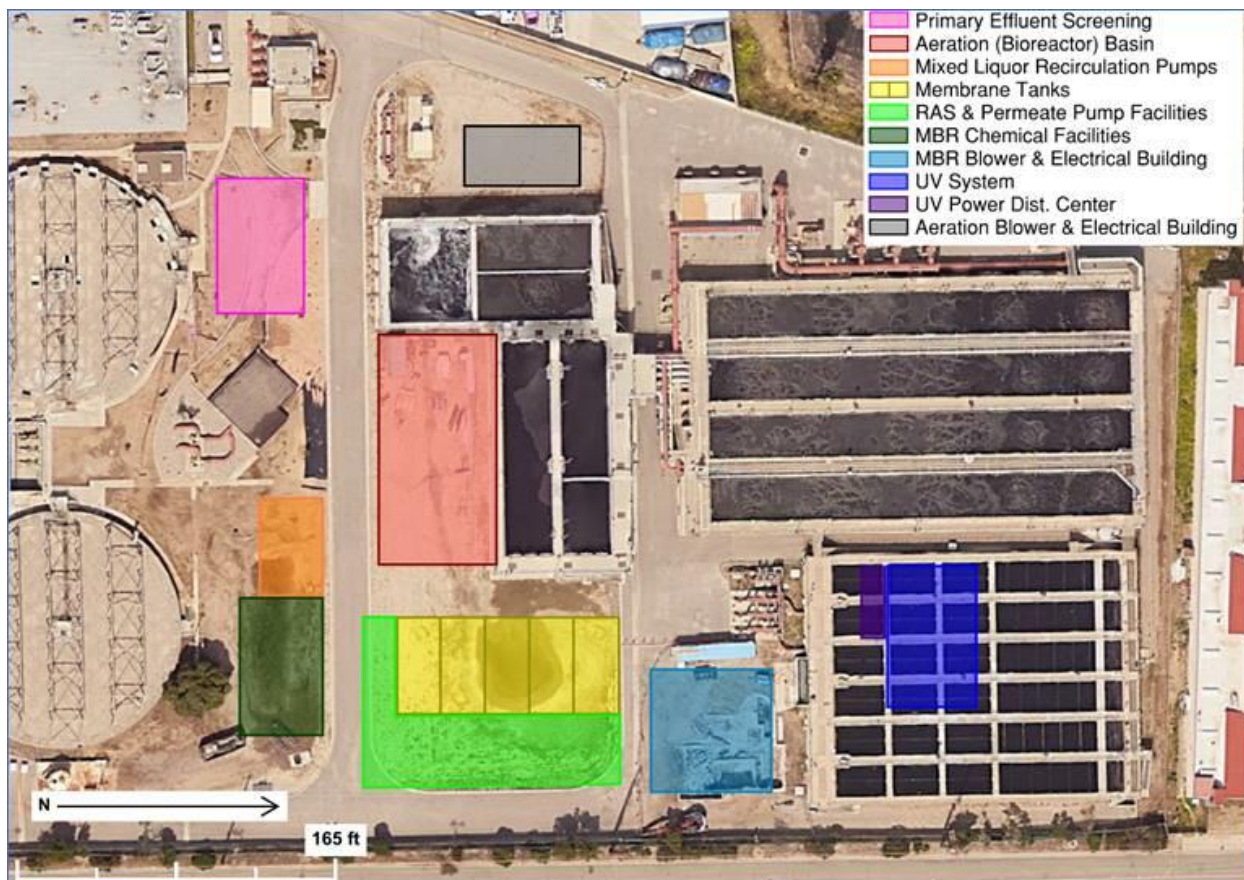


Figure 2 MBR/UV Facilities Draft Layout

VWRF MBR/UV POTENTIAL DESIGN CRITERIA

Potential design criteria are presented in the table below. These values are subject to revision as the Design Engineer executes its scope of work.

The UV system will provide disinfection for the full effluent flow including effluent discharge to the Santa Clara River Estuary, to nonrestricted Title 22 irrigation, to a new ocean outfall during wet weather, and to the AWPf.

Parameter	Unit	Value
Influent Flow		
Average Annual	mgd	9.1
Maximum Month	mgd	9.7
Maximum Day	mgd	12.3
Peak Hour	mgd	22.8
Influent Concentration at Maximum Month Conditions		
BOD ₅	mg/L (ppd)	367 (29,700)
TSS	mg/L (ppd)	412 (33,300)
Ammonia	mg/L (ppd)	49 (4,000)
TKN	mg/L (ppd)	76 (6,100)
Equalized Primary Effluent Flow		
Average Annual	mgd	9.6
Maximum Month	mgd	10.3
Maximum Day	mgd	13.0
Peak Hour	mgd	16.0 (based on City's past observations and data)
Primary Effluent Concentration at Max Month Conditions		
BOD ₅	mg/L	236
TSS	mg/L	144
Ammonia	mg/L	57
Required Final Effluent Quality for NPDES		
BOD ₅	mg/L	20 (monthly average), 45 (maximum day)
TSS	mg/L	15 (monthly average), 45 (maximum day)
NH ₃ – N	mg/L	0.42 (monthly average summer), 0.61 (monthly average winter)
NO ₃ – N	mg/L	4 (monthly average for the TTFCD), 10 (monthly average for NPDES permit)
Turbidity	NTU	2 NTU
Fecal Coliform	MPN/100 ml	200 (Geometric mean)
Enterococcus	MPN/100 ml	35 (Geometric mean)
Required Final Effluent Quality for Title 22		
Turbidity	NTU	0.2 NTU 95% of the time, 0.5 NTU not to exceed
Total Coliform	MPN/100 ml	2.2 (7-day median)
Virus Reduction	NA	5 log reduction (99.999%)

Notes:

Abbreviations: BOD₅ - 5-day biochemical oxygen demand; mgd - million gallons per day; mg/L - milligrams per liter; MPN - most probable number; ml - milliliter; NH₃– N - Total ammonia; NO₃– N - Total nitrate; NPDES - National Pollutant Discharge Elimination System; NTU - Nephelometric Turbidity Unit; ppd - pounds per day.

- (1) Influent and primary effluent concentrations based on maximum month flows and loads occurring at the same time.
- (2) Effluent requirements to meet both Title 22 requirements for reuse as well as discharge into the Estuary.

VWRF MBR/UV PROJECT ADDITIONAL DESIGN CONSIDERATIONS***Nutrient Removal***

The Tertiary Treated Flows Consent Decree requires the City to provide an average monthly effluent nitrate of less than 4 mg/L as N. As it is possible that lower nutrient values may be required at a future date, flexibility of the design will be important.

Equipment Selection and Design

The City desires the utilization of high quality equipment suppliers for the membrane and UV systems to ensure that the City will meet its goals, which include:

- Ease and efficiency of operation and maintenance functions.
- Proven performance at similar sized facilities.
- Ability to meet Title 22 disinfection criteria and the criteria from the 2012 NWRI UV Guidelines.
- Satisfaction off requirements for MBR Tier 1 (log removal credits) with the ability to apply for Tier 2 log removal credits at the City's discretion, both Tiers for potable reuse applications.
- Engaging equipment suppliers with a proven record of assisting in startup as well as long-term client service, technical and warranty support, etc.

Potable Reuse Applications and Permitting

The MBR/UV process will be designed to be fully compatible with the anticipated AWWP. The MBR/UV system will provide important pathogen log removal credits for the currently planned indirect potable reuse (IPR) via groundwater recharge project as well as future direct potable reuse (DPR). The MBR equipment supplier must initially meet Tier 1 requirements with the flexibility and potential to meet Tier 2 requirements in the future. Therefore, the selected MBR system must be equipped with the proper monitoring equipment and must be undergoing or have completed Tier 2 testing. The Design Engineer will be expected to integrate with and support City staff and City's City Advisor (Carollo Engineers) in the permitting and pathogen removal credits for both the MBR and UV systems.

Site Constraints:

The VWRF is an active working wastewater treatment facility with limited room for new facilities. The MBR/UV improvements will be designed in a manner that anticipates construction activities alongside existing operating infrastructure as well as the continued compliance with the NPDES permit.

Attachment E

ADMINISTRATIVE AND TECHNICAL PROPOSAL FORMS

FORM 1 – FORM OF TRANSMITTAL LETTER

**CITY OF SAN BUENAVENTURA
REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER AT-RISK SERVICES FOR
MBR/UV UPGRADE PROJECT**

PROPOSER: _____

Proposal Date: _____, 2023

City of San Buenaventura

The undersigned ("Proposer") submits this Proposal in response to the Request for Proposals (as amended, "RFP") issued March 13, 2023 by the City of San Buenaventura (the "City"), to provide Construction Manager At-Risk services for the Ventura Water Reclamation Facility Membrane Bioreactor and Ultraviolet Disinfection Project (the "Project"), as more specifically described in the documents provided with the RFP (together with the RFP, "RFP Documents"). Initially capitalized terms, abbreviations and terms not otherwise defined in this Transmittal Letter shall have the meanings given in the RFP and the RFP Documents.

Subject to the terms of this Transmittal Letter, in consideration for the City supplying us, at our request, with the RFP and agreeing to examine and consider this Proposal, the undersigned undertake(s);

- a) to keep this Proposal open for acceptance initially for 120 days after the Proposal Submittal Deadline, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the entity on whose behalf this Proposal is submitted, without first obtaining the prior written consent of the City, in the City's sole discretion; and
- b) if this Proposal is accepted, to provide security (including bonds, guarantees, insurance and letters of credit) for the due performance of the Construction Manager At-Risk Agreement ("CMAR Agreement") as stipulated in the CMAR Agreement and the RFP.

If selected by the City, Proposer agrees to do the following or to cause CMAR Firm to do the following:

- a) if requested by the City, in its sole discretion, enter into good faith negotiations with the City regarding the terms of the CMAR Agreement in accordance with the requirements of the RFP;
- b) enter into the CMAR Agreement without varying or amending its terms (except for minor modifications agreed to by the City, in its sole discretion) and satisfy all other conditions to award of the CMAR Agreement; and
- c) perform its obligations in accordance with the RFP and CMAR Agreement, including compliance with all commitments contained in this Proposal.

The following individual(s) is/are authorized to enter into negotiations with the City on behalf of Proposer / CMAR Firm in connection with this RFP, the Project and the CMAR Agreement:

[Insert name]

The individual who is designated to receive correspondence and clarifications related to this Proposal is:

[Insert names]

Enclosed, and by this reference incorporated and made a part of this Proposal, are the following:

- Part 1 – Executive Summary.
- Part 2 – CMAR Firm Profile.
- Part 3 – Project Team.
- Part 4 – Project Experience.
- Part 5 – Project Approach.
- Part 6 – Preconstruction Phase Services Detailed Scope of Services, Schedule, and Level of Effort.
- Appendix A – Administrative and Technical Proposal Forms.
- Appendix B – Financial Information.
- Appendix C – Fee Proposal Form.
- Appendix D – Resumes.
- Appendix E – Bonding and Insurance Letters.
- Appendix F – Required Supporting Documentation.

Proposer acknowledges receipt of the following addenda and sets of questions and responses:

[Insert each addendum number and corresponding issue date]

Proposer certifies that its Proposal is submitted without exceptions, reservation, qualification, assumptions or conditions. Proposer certifies: (1) it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on the City Sharepoint System, the addenda and responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by CMAR Firm and do not contain internal inconsistencies, errors or omissions; (2) it has carefully checked all the words, figures and statements in this Proposal; (3) it has conducted a reasonable investigation in preparing this Proposal; and (4) it has notified the City in writing of any deficiencies or errors in or omissions from any RFP Documents or other documents provided by the City in connection with the Project procurement and of any unusual site conditions observed prior to the date of this Proposal.

Subject to Proposer's rights under the Public Records Act, Proposer consents to the City's disclosure of its Proposal to any Persons, in the City's sole discretion, after award and execution of the CMAR Agreement by the City, and acknowledges and agrees to the provisions in the RFP, including Section 4.2 (Questions and Responses Regarding the RFP).

Proposer acknowledges and agrees to the RFP's disclosure terms and that observers and individuals may conduct reviews with respect to the successful Proposal. Proposer expressly waives any right to contest such disclosures and acknowledges, and agrees to the following:

- a) The City is not bound to award the CMAR Agreement to the highest ranked Proposal or any Proposal that the City may receive;
- b) all costs and expenses incurred by Proposer in preparing this Proposal and participating in the RFP process will be borne solely by Proposer;
- c) the City will not be responsible for any errors, omissions, inaccuracies, inconsistencies, or incomplete statements in this Proposal; and
- d) Proposer agrees to the procurement protest procedures in RFP Section 7.7 (Protests) and agrees that if it files a protest of this procurement, a finding of non-

responsiveness or failure to meet the minimum criteria, or award of a contract under the RFP and that protest is denied or is otherwise unsuccessful, Proposer shall be liable to the City for the City's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by the City as a consequence of the protest.

In conformance with statutory requirements of sections 1860 et seq. of the Labor Code of the State of California, Proposer confirms the following certification:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract."

This Proposal shall be governed by and construed in all respects according to the laws of the State of California.

Proposer's Business Address:

(No.)	(Street)	(Floor or Suite)
(City) (State or Province)	(ZIP or Postal Code)	(Country)
State or Country of Incorporation/Formation/Organization: _____		

[Add signatures using the appropriate signature block as shown below]

1. Sample signature block for corporation or limited liability company:

[Insert Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Proposer's name]

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

3. Sample signature block for attorney in fact:

[Insert Proposer's name]

By: _____

Print Name: _____

Attorney in Fact

If the Proposer is a joint venture, attach a letter from each joint venture member, signed by a duly authorized representative of the joint venture member, stating that it agrees to be held jointly and severally liable for any and all of the duties and obligations of the Proposer under the Proposal and under any contract arising from the Proposal.

FORM 2 – IRAN CONTRACTING ACT OF 2010

[Note to Proposers: Additional affidavits must be submitted with the GMP Proposal.]

In accordance with California Public Contract Code sections 2200-2208, all bidders submitting Proposals for, entering into, or renewing contracts with City for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

(see attached)

IRAN CONTRACTING PROHIBITION CERTIFICATION

[To be completed by Proposer and each Equity Member]

Section 2200 et seq. of the California Public Contract Code prohibits a person from submitting a bid for a contract with a public entity for goods and services of \$1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of \$20,000,000 or more in the energy sector of Iran and financial institutions that extend \$20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with section 2204 of the California Public Contract Code, the undersigned certifies that either:

1. it is not identified on a list created pursuant to section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in section 2202.5(a), or as a person described in section 2202.5(b), as applicable; or
2. it is on such a list but has received permission pursuant to section 2203© or (d) to submit a proposal in response to the Request for Proposals for construction services for the Project.

Note: Providing a false certification may result in civil penalties and sanctions.

(Signed)_____

(Print Title)_____

(Firm)_____

(Date)_____

NOTE: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the contract price, termination of the CMAR Agreement and/or ineligibility to bid on contracts for three years

FORM 3 – NON-COLLUSION DECLARATION

[Note to Proposers: An additional declaration will be required for the GMP Proposal and proposals for Early Construction Work.]

To be executed by Proposer and each Equity Member and submitted with Proposal

The undersigned declares:

I am the _____ of _____, the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or to refrain from proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Fee Proposal of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Fee Proposal, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not directly or indirectly, submitted its Fee Proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid or proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____(date), at _____(city), _____(state).

(Signature)_____

Print name_____

FORM 4 – RUSSIA-UKRAINE CERTIFICATION

[Note to Proposers: Additional certifications must be submitted with the GMP Proposal.]

EXECUTIVE ORDER N-6-22 CONTRACTING CERTIFICATION

In accordance with Executive Order N-6-22, issued on March 4, 2022 by Governor Gavin Newsom (EO), the undersigned hereby certifies on behalf of _____ [Proposer] that:

1. It is in compliance with, and shall continue to comply with, economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under California law.

It has taken the following steps to assure compliance with the above-described economic sanctions *[describe measures taken, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine]*__

2. It has obtained similar certifications from its proposed subcontractors (if any) anticipated to enter into subcontracts valued in excess of \$1 million.
3. It shall promptly notify City if becomes aware of any noncompliance with respect to itself or any of its subcontractors, and shall provide quarterly reports to City regarding steps it has taken to assure compliance with the above-described economic sanctions, until such time as City provides notification that the economic sanctions have been lifted and reports are no longer required.

Note: Providing a false certification may result in civil penalties and sanctions.

Date: _____

Entity: _____

Signature: _____

Title: _____

FORM 5 – PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to submit and/or be listed on a proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

The CMAR Agreement will not be awarded or entered into without proof of current registration with the Department of Industrial Relations to perform public work by the CMAR Firm and each subcontractor proposed to perform public work.

Proposer hereby certifies that it is aware of the registration requirements set in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations or will be registered prior to the date of award of the CMAR Agreement.

Name of Proposer: _____

DIR Registration Number (if available at Proposal Submittal Deadline): _____

Proposer further acknowledges:

The CMAR Firm shall maintain a current DIR registration for the duration of the Project.

Proposer shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its subcontracts and ensure that all subcontractors proposed to perform public work are registered at the time of award of the CMAR Agreement, that all other subcontractors that will perform public work are listed prior to execution of their subcontracts, and that registration status is maintained for the duration of the Project.

Failure to submit this form or comply with any of the above requirements may result in a finding that the Proposal is non-responsive.

Name of Proposer: _____

Signature: _____

Name and Title: _____

Date: _____

FORM 6 – BUY AMERICA CERTIFICATION

[To be signed by authorized signatory(ies) of Proposer]

The undersigned Proposer hereby certifies on behalf of itself and all subcontractors (at all tiers) the following with regard to the Project:

- a. Proposer acknowledges to and for the benefit of the City of San Buenaventura (“**City**”) and the United States Environmental Protection Agency (“**EPA**”) that it understands the goods and services under this CMAR Agreement are being funded with monies made available by the Water Infrastructure Finance and Innovation Act program of the EPA that has statutory requirements commonly known as “American Iron and Steel” that requires all of the iron and steel products used in the project to be produced in the United States (“**American Iron and Steel Requirement**”) including iron and steel products provided by the Design-Builder pursuant to the CMAR Agreement. The Proposer hereby represents, warrants and covenants to and for the benefit of the City and the EPA that (a) the CMAR Firm has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the CMAR Firm will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City or the EPA. While the CMAR Firm will have no direct contractual privity with the EPA, as a lender to the City for the funding of its project, the City and the Proposer/CMAR Firm agree that the EPA is a third-party beneficiary of this certification.
- b. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should the CMAR Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance.
- c. At Proposer’s request, the City may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by City.

Date: _____, 2023

Proposer’s Name: _____

Signature: _____

Title: _____

Name: _____

FORM 7 – EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[Note to Proposers: Additional certifications must be submitted with the GMP Proposal.]

[To be executed by the Proposer and proposed Subcontractors.]

The undersigned certifies on behalf of _____, that:
(Name of entity making certification)

[check one of the following boxes]

- ☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- ☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- ☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- ☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary of the Office of Federal Contract Compliance, a federal government contracting or administering agency, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____, 2023

FORM 8 – USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

[Note to Proposers: Additional certifications must be submitted with the GMP Proposal.]

The undersigned [check one]

Proposer ☐

Subcontractor ☐

certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed CMAR Agreement or Subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier Subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.

Date: _____, 2023

Firm/Entity: _____

Signature: _____

Title: _____

Proposer: _____

FORM 9 – DEBARMENT AND SUSPENSION CERTIFICATION

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Subcontractors and all other proposed Subcontractors]

Note to Proposers: Additional certifications must be submitted with the GMP Proposal.

Proposer certifies on behalf of itself and all Subcontractors the following:

To the best of its knowledge and belief, it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, by any state, or by any California public agency;
- b. Have not within a 3-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Federal suspension and debarment information can be accessed at <http://www.sam.gov>. Proposer represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and Subcontracts entered into pursuant to the CMAR Agreement. Proposer acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of the CMAR Agreement or pursuance of legal remedies, including suspension and debarment.

Where Proposer is unable to certify to any of the statements in this certification, it shall attach a certification to its Proposal or bid stating that it is unable to provide the certification and explaining the reasons for such inability.

Date: _____, 2023

Proposer: _____

Signature: _____

Title: _____

FORM 10 – DBE FORMS**DBE CERTIFICATION**

By signing the Proposal, the Proposer certifies that (1) Proposer will make good faith efforts as required by 40 CFR § 33 to ensure that DBEs have the maximum opportunity to compete for and perform on the Project and (2) if awarded the CMAR Agreement, Proposer will submit a final City-approved DBE Participation Plan assuring compliance with the DBE requirements set forth Section 16.5 (Disadvantaged Business Enterprises) of the CMAR Agreement.

Failure to submit and obtain approval of the DBE Participation Plan will be considered a breach of the requirements of the RFP and the CMAR Agreement.

[signature]

[name]

[title]

DBE COMMITMENT FORM INSTRUCTIONS (DBE COMMITMENT FORM FOLLOWS)

Proposer shall complete lines 1 through 16 on the attached form. The following instructions are provided to assist the Proposer in completing the Commitment Form:

7. Description of Work, Services, or Materials Supplied – For each DBE Subcontractor, enter a brief description of the work, services, or materials to be provided by the DBE Subcontractor. Indicate all Work to be performed by DBEs, including Work to be performed by the Proposer's own forces, if the Proposer is a DBE. If 100 percent of the work item is not to be performed or furnished by the DBE Subcontractor (or DBE Proposer, if applicable), describe the exact portion to be performed or furnished by the DBE Subcontractor (or DBE Proposer, if applicable). See **EPA Form 5700-52A** for instructions on how to count DBE participation. Insert additional rows, as necessary.

8. DBE Certification Number – For each DBE Subcontractor (including Proposer, if Proposer is a DBE), enter the corresponding DBE certification identification number and issuing agency. The DBE certification must be issued by the U.S. Environmental Protection Agency (EPA) or a firm certified by an agency accepted by the EPA, including (i) the Small Business Administration (SBA) (both SBA 8(a) Program certifications and SBA Small Disadvantaged Business (SBD) Program self-certifications), (ii) the Department of Transportation's (DOT) state implemented DBE Certification Program (with U.S. citizenship), (iii) Tribal, state and local governments, as long as their standards for certification meet or exceed the EPA's, and (iv) independent private organization certifications as long as their standards for certification meet or exceed the EPA's.

9. DBE Contact Information – For each DBE Subcontractor (including Proposer if Proposer is a DBE), enter the corresponding name, address, and telephone number. Insert additional rows, as necessary.

10. DBE % – For each DBE Subcontractor (including Proposer if Proposer is a DBE) specify whether the DBE will perform work during the Preconstruction Phase or Construction Phase, or both, enter the percentage of the Work to be performed by the DBE, and specify whether it is a percentage of the Preconstruction Phase Services Fee or GMP, or both.

11. Total Claimed DBE Participation % – Enter the sum of each DBE percent from item no. 10.

12. Preparer's Signature – Enter signature of the person that completed the DBE Commitment Form on behalf of Proposer.

13. Date – Enter the date that the DBE Commitment Form was signed by Proposer's Representative.

14. Preparer's Name – Enter the full name of the person that signed the DBE Commitment Form on behalf of Proposer.

15. Phone – Enter the area code and phone number of the person that signed the DBE Commitment Form on behalf of Proposer.

16. Preparer's Title – Enter the position/title of the person that signed the DBE Commitment Form on behalf of Proposer.

DBE COMMITMENT FORM

1. Local Agency/Owner: City of Ventura
2. CMAR Agreement goals for minority and female participation in each trade required for the Project:

	[goals TBD] ¹	6.9% ²

3. Project Description: MBR/UV Upgrade Project
4. Project Location: City of Ventura, California
5. Proposer's Name: _____
6. Proposer is a Certified DBE: ☐ Yes ☐ No

7. Description of Work, Service, or Materials to be Supplied by DBE Subcontractor	8. DBE Certification Number/Issuing Agency	9. DBE Subcontractor Contact Information	10. DBE % of Work (per Phase) ³		
City to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION			
17. City CMAR Agreement Number: [_____]					
18. Proposed CMAR Agreement Execution Date: [____], 2023					
City certifies that DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			

¹ Goals can be found at https://www.dol.gov/ofccp/TAguides/TAC_FedContractors_JRF_QA_508c.pdf

² Nationwide goal for all covered areas

³ See 40 U.S.C. 33.303 for direction regarding calculation of MBE and WBE participation.

20. City Representative's Signature	21. Date	12. Preparer's Signature	13. Date
22. City Representative's Name	23. Phone	14. Preparer's Name	15. Phone
24. City Representative's Title	21. Date	16. Preparer's Title	

DISTRIBUTION: Original – Included with Proposer's Proposal to City.

FORM 11 – INSURANCE COMPANY LETTER OF INTENT

City of San Buenaventura
Attention: Matthew Cerutti

RE: CITY OF SAN BUENAVENTURA CMAR MBR/UV UPGRADE PROJECT – LETTER OF INTENT TO INSURE

To Whom It May Concern:

_____ (“**Proposer**”) has submitted a proposal (“**Proposal**”) in response to the Request for Proposals for CMAR Services for the Ventura Water Reclamation Facility Membrane Bioreactor and Ultraviolet Disinfection Project (as amended, “**RFP**”) issued on March 13, 2023 by the City of San Buenaventura. By submitting that Proposal, Proposer seeks to be selected by City to deliver the MBR Project, as described in the RFP.

Over the past three years, Proposer is known to have an average experience modification rate (or EMR, as calculated by the National Council on Compensation Insurance or similar rating bureau) of no more than 1.0.

The undersigned has reviewed the RFP and Proposer’s Proposal and certifies that it intends to provide all required insurance as described in Section 5.3.12 of the RFP in the event City selects Proposer for final negotiations and execution of the CMAR MBR Project.

Name of Insurance Company / Insurance Broker

Name of Authorized Signatory

Signature

Title

FORM 12 – SURETY LETTER OF INTENT

City of San Buenaventura

Attention: Matthew Cerutti RE: CITY OF SAN BUENAVENTURA CMAR MBR/UV UPGRADE PROJECT – LETTER OF INTENT
TO PROVIDE BONDING

To Whom It May Concern:

_____ (“**Proposer**”) has submitted a proposal (“**Proposal**”) in response to the Request for Proposals for CMAR Services for the Ventura Water Reclamation Facility Membrane Bioreactor and Ultraviolet Disinfection Project (as amended, “**RFP**”) issued on March 13, 2023 by the City of San Buenaventura. By submitting that Proposal, Proposer seeks to be selected by City to deliver the MBR Project, as described in the RFP.

The undersigned (“**Surety**”) certifies that it: (1) has reviewed the RFP and Proposer’s Proposal; and (2) evaluated Proposer’s backlog and work-in-progress in determining its bonding capacity. Based on that evaluation and review, Surety certifies that Proposer is capable of obtaining a performance bond (or bonds) and a payment bond (or bonds) as described in Section 5.3.12 of the RFP.

Name of Surety

Name of Authorized Signatory

Signature

Title

FORM 13 – GUARANTOR COMMITMENT LETTER

City of San Buenaventura
c/o Matthew Cerutti
Associate Engineer
City of Ventura
mcerutti@cityofventura.ca.gov

RE: GUARANTOR COMMITMENT TO PROVIDE PARENT GUARANTY FOR THE MBR/UV UPGRADE PROJECT
CONSTRUCTION MANAGER AT-RISK AGREEMENT

Dear Matthew Cerutti:

_____ **[INSERT NAME OF ENTITY PROVIDING THE GUARANTY]**, ("Guarantor") is _____ **[DESCRIBE
RELATIONSHIP TO PROPOSER]** to _____ **[INSERT NAME OF PROPOSER]** ("Proposer").

This commitment letter is provided on behalf of Proposer in connection with its proposal ("**Proposal**") for the Construction Manager At-Risk Agreement ("**CMAR Agreement**") to provide construction services for the City of San Buenaventura's MBR/UV Upgrade Project ("**Project**").

Guarantor unconditionally and irrevocably agrees to provide a guaranty, guaranteeing to the City of San Buenaventura ("**City**") all the obligations of Proposer with respect to the CMAR Agreement in the form of Exhibit 5C (Form of Guaranty) to the CMAR Agreement and guaranteeing all the obligations of the Proposer/CMAR Firm named in the Proposal that are described in that Exhibit 5C. This commitment extends to all changes from the form of CMAR Agreement included in the Project's Request for Proposals that may be negotiated between the City and the Proposer.

This commitment is subject only to the CMAR Agreement's award to the Proposer and its execution by the City.

Sincerely,

[Title]

Attach evidence of authorization of the signatory to the letter, which may include a power of attorney signed by an authorized individual of the entity or other authority, as evidenced by the partnership agreement, joint venture agreement, corporate charter, bylaws or resolution.

FORM 14 – PROPOSER COMMENTS/QUESTIONS FORM

Proposer: _____

Comment Sheet __ of _____ Sheets

No.	Document (e.g., RFP, CMAR Agreement)	Section No.	Category (1, 2, 3 or 4)	Comment(s)	Reserved for City Response

Attachment F

FEE PROPOSAL FORM

Note: Proposers should review Sections 5.3.10, 6.2, and 6.4 of this RFP for information regarding the completion and City use of this form.

1. Preconstruction Phase Services Fee

The Preconstruction Phase Services Fee shall be provided as a not-to-exceed amount (in number and words).

\$ _____ USD

2. Construction Phase Services Fee Percentage

The Construction Phase Services Fee Percentage shall be provided as a percentage of the cost of the Construction Phase Services (expressed in numbers and words).

_____ % _____ percent

3. Construction Phase Services Subcontractor Mark-up

The Construction Phase Services Overhead shall be provided as a percentage of the cost of the Construction Phase Services provided by subcontractors to the CMAR Firm (expressed in numbers and words).

_____ % _____ percent

4. Construction Phase Services Major Equipment Mark-up

The Construction Phase Services Overhead shall be provided as a percentage of the cost of the Major Equipment portion of the Construction Phase Services (expressed in numbers and words).

_____ % _____ percent

5. Preconstruction Phase Personnel Rates and Prices

To be provided by Proposer. (See Section 5.3.10)

6. Preconstruction Phase Other Direct Costs

To be provided by Proposer. (See Section 5.3.10)

Attachment G

CONFLICT OF INTEREST POLICY

Conflict-of-Interest Policy Covering Design-Build and Construction Manager at Risk Projects - Adopted

The purpose of this document is to clarify the City of San Buenaventura's ("City") position on potential conflicts of interest that may arise when consultants or contractors (collectively, "Consultant") perform work for the City or stakeholders relating to potential design-build or construction manager at risk ("CMAR") projects.

Organizational conflicts of interest can occur when, because of existing or planned activities or because of relationships with other entities, the Consultant is unable or potentially unable to render impartial assistance or advice to the City; the Consultant's objectivity in performing the contract work is or might be otherwise impaired; or the Consultant's acting as a proposer ("Proposer") or otherwise participating on a team proposing for a design-build or CMAR project results in an unfair competitive advantage.

The California Board For Professional Engineers And Land Surveyors ("Board") provides additional guidance and has established conflict-of-interest rules applicable to those professionals licensed by the Board (see Board Rules 475 and 476). These rules require full disclosure when a licensee has any business association or financial interest that may influence his or her judgment in connection with the performance of professional services and when a licensee provides professional services for two or more clients on a project or related project. City and Proposers must also comply with certain California laws and regulations, including without limitation the California Political Reform Act, Government Code § 1090 et seq., and with applicable federal requirements for projects that receive federal funding.

The policies and guidelines concerning the organizational conflicts of interest found herein will be specified or referenced in the procurement package as well as any contract for the engineering/design services, inspection, or technical support in the administration of the projects.

Resolution of conflict-of-interest issues is ultimately at the sole discretion of the City. The City reserves the right to cancel or amend the resulting contract(s) if a successful Proposer failed to disclose a potential conflict, which it knew or should have known about, or if a Proposer provided information in response to an inquiry from the City that is false or misleading.

After award, conflict-of-interest guidelines and policy shall continue to be monitored and enforced. If an organizational conflict of interest is discovered after award, the Proposer must make an immediate and full written disclosure to the City that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and the Proposer was aware of the organizational conflict of interest prior to award of the contract and failed to disclose it, the City may terminate the contract with the Proposer for material breach. If the Proposer is terminated, the City assumes no obligation, responsibility, or liability to reimburse all or part of the costs incurred or alleged to have been incurred by the Proposer.

Approach:

The following approach to conflicts of interest will apply to City procurements relating to City design-build and CMAR projects:

1. Grounds for Disqualification of Proposer

A Consultant or other firm or individual will not be allowed to act as a Proposer or to join a design-build or CMAR team for a project if, without limitation, any of the following is true:

- a) The Consultant is the City's designated owner advisor for the project.
- b) The Consultant has performed services relating to the project either as a prime contractor to the City or as a subconsultant or subcontractor.

- c) The Consultant has assisted the City in managing or is assisting in the management of the design-build project, including the preparation of the Request for Qualifications ("RFQ") and/or Request for Proposals ("RFP") language or evaluation criteria.
- d) The Consultant has performed preliminary design services for the project, including, but not limited to, facility layouts, treatment selection, process design selection, preliminary process design, geometric layouts, bridge-type selection, and preliminary bridge design.
- e) The Consultant performed work relating to the project for other project stakeholders.
- f) The Consultant has performed work on a previous contract that specifically excludes them from participating as a Proposer or joining a design-build or CMAR team on the project.
- g) The Consultant is under contract with any other entity or stakeholder to perform oversight on the project.
- h) The City determines that other potential conflicts of interest not mentioned above exist for the firm or individual (e.g., employee changing companies, merger/acquisitions of firms, property ownership, business arrangements, financial interest) that cannot be mitigated so as to avoid the conflict.

Notwithstanding the foregoing, the City may permit a Consultant to participate on a Proposer team if the Consultant's contract to perform work described above has concluded and the City determines, in its sole discretion, that it does not give rise to an organizational conflict of interest. This exception does not apply to Consultants described in items (a), (c), (f) or (g) above.

Proposers should be aware that a conflict of interest may also exist where a Consultant has provided services as described above on a related project (for example, a separate project that is part of the same program). This may be due to overlapping limits, interfaces or coordination efforts between the projects, or because the Consultant provided general services to the City. Under such circumstances, a Proposer must obtain permission under Section 2 in order to include the Consultant on its team.

2. Requirements for Proposers With Potential Conflicts of Interest

A Proposer who may have potential conflicts of interest in relation to a project, or who wishes to include a member on its team who may have potential conflicts of interest, must:

- a) Conform to applicable federal and state conflict-of-interest rules and regulations including without limitation, the California Political Reform Act, the California Government Code § 1090 et seq., the federal Copeland "Anti-Kickback" Act and federal conflict-of-interest rules set forth in federal funding agency's administrative grants and cooperative agreement regulations. Federal conflict-of-interest rules and regulations shall only apply where the project receives federal funding.
- b) Disclose all relevant facts relating to past, present or planned interest(s) of the Proposer's team (including the Proposer, Proposer's proposed consultants, contractors, subconsultants and/or subcontractors and their respective chief executives, directors and key personnel) which may result or could be viewed as an organizational conflict of interest in connection with the design-build or CMAR procurement, including present or planned contractual or employment relationships with any current employee of the City.
- c) Disclose, in the statement of qualifications or proposal, as applicable, all of the work performed in relation to the project being procured under the RFQ and RFP.

- d) Provide all records of the work performed in relation to the project to the City so that relevant information can be evaluated and made available to all potential design-build teams, if necessary.
- e) Ensure that the Proposer's or its team member's contract with any entity to perform services related to the project has expired or has been terminated.
- f) Identify proposed remedial measures to mitigate any potential conflicts identified.

3. City Determination Regarding Conflicts of Interest

Upon review of the information provided by the Proposer as described above, the City Manager will determine, in his or her sole discretion, if the Proposer has an organizational conflict of interest. Decisions of the City Manager regarding organizational conflicts of interest may be appealed to the City Council. The decision of the City Council shall be final with respect to the disposition of the organizational conflict of interest and is non-appealable.

4. Construction Inspection Services

The successful Proposer or firms affiliated with the successful Proposer are prohibited from competing on any agreement to provide construction inspection services for the project. An affiliated firm is one which is subject to the control of the same persons, though joint ownership or otherwise. No subconsultants who provided design services in connection with the project shall be eligible to compete for any agreement to provide construction inspection services for the project.

Note: *The foregoing is provided by way of example, and shall not constitute a limitation on the obligations of the Proposer in relation to organizational conflicts of interest.*